SUPREME COURT OF THE UNITED STATES.

No. 83.

THE UNITED STATES, PLAINTIFF IN ERROR,

vs.

RICHARD DELAFIELD.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

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J. & G. S. GIDEON, Printers.

UNITED STATES OF AMERICA, *ss:*

The President of the United States of America, to the judges of the [L. S.] Circuit Court of the United States for the southern district of New York, greeting:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court before you, or some of you, between the United States of America, plaintiffs, and Richard Delafield, defendant, a manifest error hath happened, to the great damage of the said United States of America, as by their complaint appears: we, being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, at the city of Washington, District of Columbia, together with this writ, so that you have the same at Washington on the second Monday of January next, in the said Supreme Court, to be then and there held, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right and according to the law and custom of the United States should be done.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, this second Monday of January, in the year of our Lord one thousand eight hundred and forty-two, and of the independence of the United States the sixty-sixth.

JAMES W. METCALF,
Clerk of the Circuit Court U. S., for the southern district of New York, in the second circuit.

The answer of the honorable Smith Thompson, presiding judge of the circuit court of the United States for the southern district of New York, in the second circuit, to the within writ, containing the citation, record, and proceedings in the within cause, as appears by the schedules annexed.

Attest: J. W. METCALF, *Clerk.*

UNITED STATES OF AMERICA,
Southern district of New York, ss:

I, James W. Metcalf, clerk of the circuit court of the United States of America for the southern district of New York, second circuit, do hereby certify, that the writings annexed to this certificate are true copies of their respective originals, on file and remaining of record in my office.

In testimony whereof, I have caused the seal of the said court to be hereunto affixed, at the city of New York, in the southern district of New York, second circuit, this sixteenth
[L. S.] day of December, in the year of our Lord one thousand eight hundred and forty-two, and of the independence of the said United States the sixty-seventh.

J. W. METCALF, *Clerk.*

By the honorable Smith Thompson, one of the judges of the Circuit Court of the United States, for the southern district of New York, in the second circuit—to Richard Delafield.

Whereas the United States of America, by Ogden Hoffman, U. S. district attorney, lately issued out of the Supreme Court of the United States, at the city of Washington, a writ of error directed to the judges of the circuit court of the United States for the southern district of New York, in the second circuit, stating that in the record and proceedings, as also in the rendition of the judgment of a plea in the said court before the judge thereof, between the United States of America, plaintiffs in error, and Richard Delafield, defendant in error, a manifest error hath happened, to the great damage of the said United States of America.

And whereas, for the correction of that error in due manner, the said writ has been issued, returnable at the next stated Supreme Court of the United States, to be held in the District of Columbia, at the city of Washington, on the second Monday of January next: you are therefore cited to appear before the said Supreme Court, at the city of Washington, on the said second Monday of January next, to do and receive what may appertain to justice to be done in the premises.

Given under my hand, at the city of New York, in the southern district of New York, in the second circuit, the sixteenth day of December, in the year of our Lord one thousand eight hundred and forty-two, and of the independence of the United States the sixty-seventh.

SMITH THOMPSON.

Due service of this citation is admitted by Mr. Richard Delafield.

By J. B. STAPLES, *his counsel.*

UNITED STATES OF AMERICA, *ss:*

The President of the United States of America, to the Judge of the district court of the United States for the southern district of New York, greeting:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said district court before you, or some of you, between the United States of America, plaintiffs, and Richard Delafield, defendant, a manifest error hath happened, to the great damage of the said United States of America,

as by their complaint appears: we, being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the circuit court of the United States for the southern district of New York, in the second circuit, together with this writ, so that you have the same at the city of New [York] on the last Monday of December next, in the said circuit court, to be then and there held, that the record and proceedings aforesaid being inspected, the said circuit court may cause further to be done therein to correct that error, what of right and according to the law and custom of the United States should be done.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, this second Monday of January, in the year of our Lord one thousand eight hundred and forty-two, and of the independence of the United States the sixty-sixth.

JAS. W. METCALF,
Clerk of the circuit court of the United States for the southern district of New York, in the second circuit.

The answer of the honorable Samuel R. Betts, judge of the district court of the United States for the southern district of New York, to the within writ, containing the citation, record, and proceedings in the within mentioned cause, as appears by the schedules hereunto annexed.

Attest: CHAS. D. BETTS, *Clerk.*

By the honorable Smith Thompson, one of the judges of the circuit court of the United States, for the southern district of New York, in the second circuit—to Richard Delafield.

Whereas, the United States of America, by Ogden Hoffman, esq., United States district attorney, lately issued out of the circuit court of the United States, for the southern district of New York, a writ of error directed to the judge of the district court of the United States, for the southern district of New York, stating, that in the record and proceedings, as also in the rendition of the judgment of a plea in the said court, before the judge thereof, between The United States of America, plaintiffs, and Richard Delafield, defendant, a manifest error hath happened to the great damage of the said plaintiffs.

And whereas, for the correction of that error in due manner, the said writ has been issued, returnable at the next stated circuit court of the United States, for the southern district of New York, in the second circuit, at the city of New York, on the last Monday of November next: you are therefore hereby cited to appear before the said circuit court, at the city of New York, on the said last

Monday of November next, to do and receive what may appertain to justice to be done in the premises.

Given under my hand at the city of New York, in the southern district of New York, in the second circuit, the twenty-eighth day of October, in the year of our Lord one thousand eight hundred and forty-two, and of the independence of the United States the sixty-seventh.

SMITH THOMPSON.

UNITED STATES OF AMERICA,

Southern District of New York, ss:

I, Charles D. Betts, clerk of the district court of the United States of America, for the southern district of New York, do hereby certify that the writings annexed to this certificate are true copies of their respective originals, on file and remaining of record in my office.

In testimony whereof, I have caused the seal of the said court to be hereunto affixed, at the city of New York, in the southern district of New York, this twenty-eighth day of October, in the year of our Lord one thousand eight hundred and forty-two, and of the independence of the said United States the sixty-seventh.

CHAS. D. BETTS, *Clk.*

U. S. DISTRICT COURT,

Southern Dist. of New York.

Pleas in the district court of the United States of America for the southern district of New York, held at the city of New York, in the said southern district, before the judge of the same court, of the term of in the year eighteen hundred and forty-one.

Witness the honorable Samuel R. Betts, judge of the said court.

BETTS, *Clerk.*

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Be it remembered, that on the first Tuesday in February, 1841, before the district court of the United States of America, for the southern district of *of* New York, held at the city of New York, in the said southern district, before the judge of the same court, comes Benjamin F. Butler, attorney of the said United States of America, for the southern district of New York, who prosecutes for the said United States in this behalf, and on behalf of the said United States, brings into the said court of the United States now here a certain bill of the said United States against Richard Delafield, being in custody, &c., in a plea of trespass on the case, which said bill follows in these words, to wit:

SOUTHERN DISTRICT OF NEW YORK, *ss:*

The United States of America, plaintiffs in this suit, being in custody, &c. of a plea of trespass upon promises: For that, whereas the said defendant, on the fourteenth day of December, in the year of our Lord one thousand eight hundred and forty, at the city

of Washington, in the District of Columbia, to wit, at the city of New York, in the southern district of New York, and within the jurisdiction of this court, was indebted to the said plaintiffs in the sum of six thousand dollars lawful money of the United States of America, for so much money before that time lent and advanced by the said plaintiffs to the said defendant; in consideration thereof, afterwards, to wit, on the same day and year last aforesaid, and at the place aforesaid, undertook, and then and there faithfully promised the said plaintiffs well and truly to pay unto the said plaintiffs the said sum of money last above mentioned, when the said defendant should be thereunto afterwards requested.

And whereas, also, the said defendant afterwards, to wit, on the same day and year last aforesaid, and at the place aforesaid, was indebted to the said plaintiffs in the further sum of six thousand dollars, lawful money as aforesaid, for so much money before that time paid, laid out, and expended by the said plaintiffs to and for the use of the said defendant, and at the like special instance and request of the said defendant; and being so indebted, the said defendant, in consideration thereof, afterwards, to wit, on the same day and year last aforesaid, and at the place aforesaid, undertook, and then and there faithfully promised the said plaintiffs well and truly to pay unto the said plaintiffs the said sum of money last above mentioned, when the said defendant should be thereunto afterwards requested.

And whereas, also, the said defendant afterwards, to wit, on the same day and year last aforesaid, was indebted to the said plaintiffs in the further sum of six thousand dollars, like lawful money as aforesaid, for money before that time had and received by the said defendant to and for the use of the said plaintiffs; and being so indebted, the said defendant, in consideration thereof, afterwards, to wit, on the same day and year last aforesaid, and at the place aforesaid, undertook, and then and there faithfully promised the said plaintiffs well and truly to pay unto the said plaintiffs the said sum last above mentioned, when the said defendant should be thereunto afterwards requested.

And whereas, also, the said defendant, afterwards, to wit, on the same day and year last aforesaid, and at the place aforesaid, accounted together with the said plaintiffs of and concerning divers other sums of money before that time due and owing from the said defendant to the said plaintiffs, *of and concerning divers other sums of money before that time due and owing from the said defendant to the said plaintiffs*, and then and there being in arrear and unpaid, and upon such accounting the said defendant then and there was found to be in arrear and indebted to the said plaintiffs in the further sum of six thousand dollars of like lawful money as aforesaid; and being so found in arrear and indebted to the said plaintiffs, the said defendant, in consideration thereof, afterwards, to wit, on the same day and year last aforesaid, and at the place

aforesaid, undertook, and then and there faithfully promised the said plaintiffs well and truly to pay unto the said plaintiffs the said sum of money last above mentioned, when the said defendant should be thereunto afterwards requested. Nevertheless, the said defendant (although often requested, &c.) has not yet paid the said several sums of money above mentioned, or any, or either of them, or any part thereof, to the said plaintiffs, but to pay the same, or any part thereof, to the said plaintiffs, the said defendant has hitherto wholly refused, and still does refuse, to the damage of the said plaintiffs of six thousand dollars, and thereof the said plaintiffs bring suit, &c.

And the said Richard Delafield, defendant in this suit, by John B. Staples, his attorney, comes and defends the wrong and injury, when, &c., and says that he did not undertake and promise in manner and form as the said plaintiffs in this suit have above thereof declared against the said defendant; and of this he puts himself upon the country, and the said plaintiffs likewise, &c.

Please to take notice, that the said defendant, at the trial of the above cause, will insist upon and give in evidence under the general issues above pleaded, that the said plaintiffs, at the time of the commencement of the action aforesaid against the said defendant, were, and still are, indebted unto him in the sum of four thousand dollars, lawful money of the United States of America, for divers goods, wares, and merchandises, before that time sold and delivered by the said defendant to the said plaintiffs, and at the special instance and request of the said plaintiffs; and in the further sum of four thousand five hundred dollars of like lawful money, for the work and labor, care and diligence, of the said defendant, by the said defendant and his servants, before that time done, performed, and bestowed in and about the business of the said plaintiffs, and for the said plaintiffs, and at their like request; and in the further sum of four thousand five hundred dollars of like lawful money, *or* money before that time lent and advanced by the said defendant to the said plaintiffs, and at the like request of the said plaintiffs, and for other money by the said defendant before that time paid, laid out, and expended for the said plaintiffs, and at the like request of the said plaintiffs; and for other money by the said plaintiffs before that time had and received to and for the use of the said defendant; and also that the said plaintiffs, before the commencement of this action, accounted together with the said defendant, of and concerning the said demand of the said plaintiffs against the said defendant; and upon such accounting, the said plaintiffs were found to be in arrear and indebted to the said defendant, in the further sum of four thousand five hundred dollars of like lawful money, which the said plaintiffs undertook, and then and there faithfully promised the said defendant well and truly to pay unto the said defendant, when the said plaintiffs should be thereunto afterwards requested; which said several sums of money, or so much thereof as will be sufficient for that purpose, the said defendant will set off against

the demand of the said plaintiffs, to be proved at the trial, and have the balance certified in his favor.

Dated the seventeenth day of February, 1841.

Therefore the issue above joined is ordered to be tried on the first Tuesday of March, eighteen hundred and forty-one, at which day, before the judge of the District Court of the United States for the southern district of New York aforesaid, at the city hall in the city of New York aforesaid, comes Ogden Hoffman, the attorney of the said United States, and the said Richard Delafield, by his attorney aforesaid; and because the aforesaid issue so as above joined in this cause between the parties aforesaid was not tried at the said district court, held at the time and place aforesaid, in and for the said southern district of New York; therefore the process between the parties aforesaid is continued until the district court appointed to be held at the city hall in the city of New York, in and for the said southern district of New York, on the first Tuesday of October, in the year of our Lord one thousand eight hundred and forty-two.

And now at this day, that is to say, on the first Tuesday of October, comes as well the within named plaintiffs as the within named defendant, by their respective attorneys within mentioned, and the jurors of the jury summoned to try the said issue being called, also come; who to speak the truth of the matters within contained, being chosen, tried, and sworn, say upon their oath, that the said defendant did not undertake and promise in manner and form as the said plaintiffs hath within complained against him.

Therefore it is considered that the said plaintiffs take nothing by their said bill, but that he be in mercy, &c., and that the said defendant do go thereof without day, &c.

Judgment signed this 14th day of December, eighteen hundred and forty-two.

CHAS. D. BETTS, *Clerk.*

UNITED STATES DISTRICT COURT,
Southern district New York:

THE UNITED STATES
vs.
RICHARD DELAFIELD.

Be it remembered, that afterwards, in the term of October, to wit, on the eleventh day of October, in the year eighteen hundred and forty-two, before the honorable Samuel R. Betts, the judge of the District Court of the United States for the southern district of New York, at the city hall in the city of New York, the aforesaid issue so joined between the parties came on to be tried before a jury of the said southern district, for that purpose duly empannelled, good and lawful men of the said district.

And upon the trial of the aforesaid cause on the issue aforesaid, the plaintiffs, in obedience to an order of said court, served the defendant with the following bill of particulars, of the demand which

the plaintiffs would seek to recover, and to establish which they would adduce their proofs, namely:

Balance due on the settlement of the defendants accounts, for sums of money received to the plaintiffs.

Fort Jackson, - - - - - -	$190 00
Fort Delaware, - - - - - -	789 70
Harbor of Newcastle, Marcus Hook, and Port Penn,	223 79
Cumberland road in Virginia, - - -	518 25
Cumberland road, east of the Ohio, - - -	1,375 58
	$3,097 00

And the defendant, having been required by a like order of said court, served the plaintiffs with the following bill of particulars of the demand against the plaintiffs, which he would seek to establish by the proofs which he might introduce in said cause, namely:

For compensation for disbursing money while in service of the United States, four thousand dollars, - -	$4,000
For services as assist. commissary, - - -	1,000
For money paid out for the use of the United States, -	500

And it was proved by the plaintiffs, by a treasury transcript, No. 7,935, to which either party may refer, and which is made a part of this bill of exception, that there was due to the plaintiffs from the defendant three thousand and ninety-seven dollars, unless certain items in the defendant's account rendered at the Treasury Department, which had been disallowed, ought to be allowed.

The first item claimed by the defendant, and disallowed as aforesaid, was a balance of one hundred and ninety dollars and thirty cents, due on his account of $603 31 charged for services rendered by the defendant, Fort Jackson, Louisiana, as assistant commissary, in receiving and issuing subsistence stores *stores* and supplies as a lieutenant, and captain of the corps of engineers belonging to the army of the United States, and commandant of said post when no other officer was at that post to do that duty for the time charged by the defendant.

And the defendant, to maintain said issue on his part, introduced and read in evidence the following account, as found in voucher No. 40, namely:

No. 40.

To R. Delafield, Dr.

1831. For his services in receiving, issuing, responsibility and accountability of and for the subsistence stores at Fort Jackson, from—

1st March, 1824, to 5th Nov., 1824—8 mos. 5 days, at $20	$163 33
9th May, 1827, to 31st May, 1828—12 mos., at $22 -	254 19

1st Nov. 1828, to 5th Dec., 1828—1 mo., at $5	-	$23 22
1st March, 1829, to 6th May, 1829—2 mos., at $6	-	43 87
17th June, 1829, to 16th Dec., 1829—5 mos., at $29	-	118 70
		$603 31

I certify that the services charged in this account were rendered necessary for, and applied as above stated in the receipt and issue, to persons employed at said fort, responsibility and accountability for all the subsistence stores received and issued during the periods charged; at which time I was left without the aid of any officer to assist in the discharge of the duties appertaining to said fort.

RICH. DELAFIELD,
Capt. of Engineers.

The order of the Secretary of War authorized these services to be paid from the appropriation for work fort to the assistant engineer.

I certify that I performed the duties of assistant engineer during the time herein charged.

RICH. DELAFIELD.

Received, March 5th, 1841, from Captain Richard Delafield, of the U. S. corps of engineers, the sum of six hundred and three dollars and thirty-one cents, in full of the above account.

Signed duplicates—$603\frac{31}{100}$.

RICHARD DELAFIELD,
Capt. of Engineers.

And the defendant, further to maintain said issue on his part, introduced evidence to prove, and contended that he had proved, that he rendered the services as charged in said account, and that there were at said posts during such times, and while the defendant rendered the services and performed the duties aforesaid, more than three full companies of troops in the service of the United States at said post under his command, and that said issues for subsistence were made to said troops; and the defendant admitted that since said account was rendered and disallowed as aforesaid, the amount of the same had been allowed and paid him, excepting said balance of one hundred and ninety dollars and thirty cents, which the defendant claims ought also to be allowed to him. And the district attorney, for the plaintiffs, introduced evidence to prove, and insisted that they had proved, that during the time said items were charged, an account claimed and was charged, the defendant was promoted and made captain in the corps of engineers, and acted as such at said post, and that said $190 30 accrued while the defendant was a captain and acted as such at said post, and that during said time there were not at said post three full companies of regular troops of the army of the United States under the command of the defendant, or any other troops equivalent thereto, but that a part of the men of said

posts were military convicts and persons laboring in the service of the army of the United States at said posts, and receiving pay and subsistence as such.

And thereupon said court instructed said jury, that the promotion of the defendant to the rank of captain, while he was rendering said services, did not alter or defeat his claim to the compensation therefor charged by him; that the law of the United States, and the rules and regulations of the army, on which the defendant rested his claim, were as applicable to him while acting *as* said post as a captain, as while a lieutenant; and that, if a part of the troops at said posts were military convicts, or persons in the service of the United States, as a part of said corps, and the supplies were issued to them as charged, the defendant was entitled to the compensation.

To which opinion of said court the counsel for the United States then and there excepted.

And the defendant further claims a compensation for his services as an officer of the engineer corps, superintending the following works, and acting under orders from the proper authority for disbursing the following appropriations made by Congress, for the following objects and purposes, at the following points, between the 1st of December, 1832, and 1st of April, 1835, namely: For the Cumberland road east of the Ohio, five hundred and forty-five thousand one hundred and twenty-nine dollars and forty-six cents, ($545,139 46;) for the Cumberland road in Virginia, another separate appropriation, amounting to the sum of thirty-five thousand seven hundred and thirteen dollars and seventy-five cents, ($35,713 75;) for another separate appropriation for Fort Delaware, ninety-four thousand dollars; for another separate appropriation for the harbor of Marcus Hook, Newcastle, Chester, and Port Penn, amounting to the sum of fourteen thousand six hundred and sixty-four dollars and thirty-two cents; and for which services the defendant claimed, and insisted upon his right to, an allowance at the rate of two dollars a day for the time spent in disbursing each separate appropriation at such work—reckoning the work on harbors, which come under one appropriation, as one work—the said charges not amounting to two and a half per cent. on the sums disbursed; a part of which charges, to wit, two dollars per day on one of said works, was allowed to the defendant by the accounting officers at the Treasury Department—leaving due to the defendant a balance of said charges for making disbursements of two thousand nine hundred and six dollars and seventy cents, which was disallowed by said accounting officers of the Treasury, and which the defendant insisted ought to have been allowed to him, and was now due to him as a compensation for said services.

And the defendant, to show that he was entitled to said compensation as by him charged, and to maintain said issue on his part, relied upon the law and general regulations of the army, as pro-

vided and found in the general regulations of the army printed in 1825, at Washington, and other regulations of the army in such case made, and particularly a regulation of the army issued from the War Department, in the words and figures following, to wit:

DEPARTMENT OF WAR, *March* 26, 1825.

Topographical engineers and other persons disbursing moneys under the directions of the Engineer department will be entitled, hereafter, for the performance of that duty, to the compensation allowed in the 67th article of the army regulations to engineers superintending the construction of fortifications, for disbursing the moneys applied to the same.

(Signed) JAMES BARBOUR.

ENGINEER DEPARTMENT, *Washington*, *Oct.* 18, 1841.

I certify that the above is a true copy of the original order, as recorded in this office, in order book A, page 177, Dec. 1841.

J. G. TOTTEN, *Chf. Eng.*
GEO. L. WELCHER, [L. S. WAR DEPT.]
Lt. Assist. Chf. Eng.

And the defendant, further to maintain said issue on his part, offered the depositions of Peter Hagner and William B. Lewis, which may be referred to by either party on the argument, and are hereby made a part of exceptions marked B.

And thereupon the attorney of the United States, on their behalf, objected to the second interrogatory propounded by the said defendant to the said William B. Lewis, in and by which he was interrogated in a certain deposition given by him in the case of the United States vs. Charles Gratiot, contained the truth, on the ground that depositions taken in another cause are not admissible testimony in this cause.

And therefore the said district judge *and* delivered his opinion, that such testimony was competent and admissible testimony.

To the opinion and decision, the said attorney of the United States did then and there except.

The counsel for the defendant then read in evidence the said deposition, and offered sundry witnesses to prove, and insisted that he had proved, that the defendant made the disbursements of said several sums of money, and rendered the services charged, and also proved what assistance he had in rendering said services furnished and paid by the United States, and the positions of the different works above named, of which he had the charge, and for which he disbursed said appropriations, and the great labor and expense in making the payments by which said disbursements were made, and taking, proving, and preserving vouchers, and insisted that he ought to be allowed said charges which had been disallowed by the officer of the Treasury aforesaid.

And the plaintiffs, by the district attorney, to maintain said issue on their part, relied upon the law and the rules and regulations of the army aforesaid; and further to maintain said issue on their part, introduced Richard Burgess, one of the clerks in the Treasury Department, at Washington, and other witnesses and evidence, to prove, and insisted that he had proved, that all the disbursements for the Cumberland road, and all the disbursements for the harbors aforesaid, were disbursements in and upon civil, and not military works; and that the only military work upon which the defendant made said disbursements was for rebuilding and repairing Fort Delaware; and that the two dollars a day had been allowed to him for his disbursements upon that work, or an equivalent to what was charged for the disbursements upon that work; and that he had received two dollars a day over and above his pay during the time in question; and that the defendant had clerks, paid by the United States, to assist him in making said disbursements—more than had been allowed to former officers in similar cases. Which was not admitted by the defendant, but, the contrary, denied on his part. And the witness afterwards stated, that, on examination, he found most of the vouchers in defendant's handwriting.

And the plaintiffs, by the district attorney, further denied, that among the items in the defendant's accounts disallowed at the Treasury Department, there were some small sums disallowed, as corrections in the extension of the items of payments made by the defendant, amounting to thirteen dollars and fifty-five cents, and also another sum, amounting to one hundred and sixteen $\frac{25}{100}$ dollars, disallowed as an overcharge for the transportation of baggage.

And the defendant insisted, that some of these items had been once allowed to him, and settled by the accounting officers of the Treasury in a former account, and that they could not bring forward these charges as differences, and charge them in a subsequent account, and thus open and re-examine a settled account; and further, that the evidence in the cause did not show any such mistake as claimed in the extension of the items of charge, nor any such unsettled overcharges for transportation of baggage as had been claimed and insisted upon.

And after the evidence in said cause was closed, and before the judge committed the same to the jury, the district attorney requested the court to give the following instructions to the jury:

First. That the duties performed by defendant being the ordinary duties appertaining to the office of an engineer, he was bound to perform the same without any extra compensation beyond his pay and emoluments as such officer on account of such service.

Second. That the rules and regulations of the army do not allow any extra compensation to officers of the engineers for services performed in relation to any works other than "fortifications."

Third. That no usage can bind the department to allow any extra compensation not allowed by law.

Fourth. That there is no such usage proved.

Fifth. That there is no proof of any contract, express or implied, to pay any such extra compensation.

Sixth. Any special allowances made by the department for special reasons do not shew a general usage, or create any liability to make the same allowance in cases where, in their judgment, such special reasons do not exist. The allowance being an act of discretion, the department is the sole judge of the propriety of such allowance.

Seventh. That the rules and regulations of the army, in regard to the compensation to be allowed to officers discharging the duties of assistant commissaries of subsistence, apply to issues to troops of the army only; and any allowance for the performance of the duty of assistant commissary of subsistence to laborers and workmen, must rest entirely in the discretion of the department, and that the department has exercised such discretion in refusing such allowance to captains, being extra compensation.

And the defendant, by his counsel, insisted that the charges by him made for services were just and legal, and such as had been allowed to officers of the same corps rendering similar services under similar circumstances; and that the law, the rules, the regulations, and the usages of the army, and accounting officers of the Treasury, sanctioned and allowed a compensation to the defendant for the services by him rendered and charged as aforesaid, and that there was no foundation for any distinction such as had been set up between a captain and a lieutenant when acting as assistant commissary as aforesaid; and there was no just or legal foundation for any distinction between a military and civil work, as far as respected the compensation to the officer making the disbursements; and that if there was, the distinction, so far as respected the defendant in this cause, was done away by the regulations of the army issued from the War Department, dated March 26, 1825, and above recited; and that if the jury found the facts as the defendant insisted he had proved them to be, the law was so that the verdict ought to be for the defendant.

And the plaintiffs, by the district attorney, insisted that if the jury found that the facts were as he insisted he had proved them to be, the law was so that the United States were entitled to the verdict of the jury in their favor.

His honor, the said judge, refused to give the instructions prayed for by the said district attorney; whereupon the said attorney excepted.

And thereupon the court instructed said jury, that this was an action instituted by the plaintiffs against the defendant, at his request, to settle the right to a compensation for certain services charged in his accounts. That if an account had been once settled and allowed at the Treasury Department, the items of that account so allowed could not, without further notice, be re-examined and

disallowed by the department, and charged as a difference in a subsequent account.

To this part of the charge the attorney of the United States excepted.

That so far as respected the defendant's charge for a compensation for services rendered as assistant commissary, which had been disallowed, *that* there was no foundation for the distinction between the services, whether rendered by a lieutenant or by a captain, as set up and insisted on in this case.

To this part of the charge the attorney of the United States, in their behalf, did except.

That the regulation of the army equally applied to both officers when rendering like services. That as respected the per diem allowance charged in this case, and disallowed by the accounting officers of the Treasury, there is no distinction between disbursements made on a civil or military work, so far as respected the claims of the disbursing officer under regulation of the army, issued from the War Department, above recited.

To this part of the charge the attorney for the United States excepted.

And that if the jury found the facts as claimed by the defendant, they would find a verdict in his favor; if otherwise, they would find a verdict for the plaintiffs.

And thereupon the jury found a verdict for the defendant.

And forasmuch as the facts aforesaid, and the decisions of said court as aforesaid, do not appear of record, the district attorney, on behalf of the United States, presents this bill of exceptions, and prays that the same may be allowed, and be signed; and therefore the said judge, at the request of the said attorney of the United States, did put his seal to this bill of exceptions, on the fourteenth day of December, in the year one thousand eight hundred and forty-two.

SAM'L R. BETTS.

At a stated term of the circuit court of the United States of America, for the southern district of New York, in the second circuit, held at the city hall in the city of New York, on Wednesday, the fourteenth day of December, in the year of our Lord one thousand eight hundred and forty-two. Present, the honorable Smith Thompson, presiding judge.

RICHARD DELAFIELD
ads.
THE UNITED STATES.

This cause having been brought up to this court by writ of error from the judgment of the district court for defendant, ordered, after due deliberation by the court, that the judgment of the district court be affirmed.

SMITH THOMPSON.

DR. *Captain Richard Delafield, in account with the United States.*

		Harb. of Newcastle, Marcus Hook, & Port Penn.	Rebuilding Ft. Delaware.	Cumberland road in Virginia.	Cumberland road east of the Ohio.	Surveys at the mouth of the Mississippi.	Fort Jackson, Plaquimine Bend.
1833.							
Sept. 13	To bal. on settlem't, No. 970	–	–	–	–	$57 99	–
Dec. 10	To do. do. 1231	–	–	–	–	–	$653 32
1836.							
Jan. 18	To do. do. 3908	–	$789 07	–	–	–	–
Aug. 19	To do. do. 625	$223 79	–	$518 25	$1,375 58	–	–
	Dollars -	223 79	789 07	518 25	1,375 58	55 99	653 32
	To balance per contra -	223 79	789 07	518 25	1,375 58	–	190 31

Captain Richard Delafield, in account with the United States. Cr.

	Harb. of Newcastle, Marcus Hook, & Port Penn.	Rebuilding Fort Delaware.	Cumberland road in Virginia.	Cumberland road east of the Ohio.	Surveys at the mouth of the Mississippi.	Fort Jackson, Plaquimine Bend.
For this sum, heretofore suspended on the settlement of his accounts, for the reasons then stated, now allowed by the Secretary of War, per statement and vouchers filed herewith - - - -	–	–	–	–	$55 99	$463 01
By balance due United States -	$223 79	$789 07	$518 25	$1,375 58	–	190 01
Dollars - - -	223 79	789 07	518 25	1,375 58	55 99	653 32

Treasury Department, *Third Auditor's Office, February* 8, 1840.
Stated by R. BURGESS.

Treasury Department, *Second Comptroller's Office, February* 13, 1840.
Examined by CHARLES McGILL.

247
17

No. 7,935.

TREASURY DEPARTMENT,
Third Auditor's Office, February 8, 1840.

I certify that I have examined and adjusted the account of Capt. Richard Delafield, and find that he is chargeable with the following sums, viz:

To balance on settlement No. 970, dated 13th Sept., 1833, on account "Surveys at the mouth of the Mississippi"		$55 99
To ditto, No. 1,231, dated 10th December, 1833, on account "Fort Jackson"		653 32
To ditto, No. 3,908, dated 18th January, 1836, on account "Fort Delaware"		789 07
To ditto, No. 625, dated 19th August, 1836, on account "Harbor of Newcastle, Marcus Hook, and Port Penn"		223 79
Ditto, on account Cumberland road in Virginia		518 25
Ditto, on account Cumberland road east of the Ohio		1,375 58
		3,616 00
And is entitled to credit as follows, viz:		
By this sum, heretofore suspended on the settlement of his accounts, now allowed by the Secretary of War, on account "Surveys at the mouth of the Mississippi"	$55 99	
"Fort Jackson"	468 01	
		519 00
Leaving balance due the United States, of		$3,097 00
On account Fort Delaware	$789 07	
harbors of Newcastle, Marcus Hook, &c.	223 79	
Cumberland road in Virginia	518 25	
Cumberland road east of the Ohio	1,375 58	
Fort Jackson	190 31	
	$3,097 00	

As appears from the statement and vouchers herewith transmitted, for the decision of the Second Comptroller of the Treasury thereon.

PETER HAGNER, *Auditor.*

To ALBION K. PARRIS, Esq.,
Second Comptroller of the Treasury.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance this thirteenth day of February, 1840. ALBION K. PARRIS,
Second Comptroller.

Statement of differences on settlement of Capt. Richard Delafield's accounts, February 10th, 1840.

Due U. States, per official statement, on account of Fort Jackson			$190 31
Cumberland Road, east of the Ohio,			1,375 58
Cumberland Road, in Virginia,			518 25
Rebuilding Fort Delaware			789 07
Harbor of Newcastle, Marcus Hook, and Port Penn			223 79
His accounts being balanced, the difference is thus accounted for, viz:			$3,097 00
	Abstract for Fort Jackson, 1st qr., 1831.		
Vo. 40	Capt. Delafield, for pay, &c. as commissary, disallowed, no authority for the charge	$603 31	
	Of which the Secretary of War has allowed, and am't passed to his credit in this settlement	413 01	
			190 30
	This sum charged as a commission of 2½ per cent. on $1,447 $\frac{55}{100}$, disbursed on acc. of the harbors of Newcastle, Marcus Hook, &c, to 2d quarter, 1833, not admissible, being allowed a per diem of $2 for the same period, at Fort Delaware		36 18
	Abstract for Cumberland Road, east of the Ohio, for 2d qr. 1833.		
" 261	Over addition of Wm. Hatfield's acc.		10
" 310	Capt. Delafield's acc. for per diem allowance from 1st April to 30th June, 1833, not allowed, he having received a credit for the same allow'ce for same period at Fort Delaware		182 00
	Abstract for the Cumberland Road in Va., for the 2d qr. 1833.		
" 37	Capt. Delafield, for per diem allowance from 26th April to 30th June, 1833, not allowed, having received a credit for the same allowance for the same time in his account for Fort Delaware		130 00
	Carried over,		$538 58

STATEMENT—Continued.

	Brought over,	$538 58
	Abstract for Cumberland Road, east of the Ohio, for 3d qr. 1833.	
Vo. 25	Overpaid Wm. Ryan, No. 70, for horse, cart, and driver, for 5½ days *a* $\frac{80}{100}$, extended $8 25, instead of $4 40, over - - -	3 85
" 196	Do L. & R. Lownds, for steel - -	06
	Abstract for Cumberland Road, in Va., for 3d qr. 1833.	
" 28	Capt. Delafield, for per diem allowance from 1st July to 30th September, 1833, *a* $2, not allowed, he having received a credit in his acc. for Cumberland Road, east of the Ohio, for the same allowance for the same time -	184 00
	Abstract for Cumberland Road, in Va., for 3d quarter, 1833.	
" 30	Overpaid Wm. Chapman, for 34½ days *a* 50 c., extended 34 25, instead of 17 25, over -	17 00
	Abstract for 4th qr. 1833.	
" 15	Overpaid E. Thornburg, for 10 days *a* $1 25, extended $15, instead of $12 50, over -	2 50
" 22	Do. D. Lowderwater, for 28 days *a* $1 50, extended $42 75, instead of $42, over -	75
" 25	Capt. Delafield, for per diem allowance from 1st Oct. to 31 Dec., 1833, *a* $2, not allowed, he having charged, and been credited, in his account for the Cumberland Road, east of the Ohio, for the same allowance for the same time - - - - -	184 00
	Abstract for Fort Delaware for 3d qr. 1833.	
" 55	Capt. Delafield, for per diem allowance from 1st July to 30th September, 1833, not allowed for the reasons before stated - -	184 00
	Abstract for 4th qr. 1833.	
" 41	Capt. Delafield, for per diem allowance from 1st October to 31st December, 1833, disallowed for reasons above stated - -	184 00
	Abstract for 1st qr. 1834.	
" 23	Capt. Delafield, for per diem allowance from 1st January to 31st March, 1834, disallowed for reasons above stated - - -	180 00
	Abstract for harbors of Newcastle, Marcus Hook, &c., 1st qr. 1834.	
	This sum, charged for commission of 2½ per	
	Carried over,	$1,478 74

STATEMENT—Continued.

	Brought over,		$1,478 74
	cent. on the amount disbursed on those accounts, not allowed, he having received a credit for a per diem allowance for disbursing according to regulations, viz:		
	In 1st quarter, 1833	$12 98	
	4th quarter, 1833	122 71	
	1st quarter, 1834	41 42	
			183 41
	Abstract for Cumberland Road in Va. for 2d and 3d qrs. 1834.		
Vo. 67	Overpaid Nath'l Brownfield, for 28⅔ weeks' board *a* $1 50, extended 43 53, instead of $43, over - - - - - -		53
	Abstract for Cumberland Road, east of the Ohio, for 4th qr. 1834.		
" 373	Capt. Delafield's acc. for trans. *a* 12 cents per mile, being an overcharge of 3 cts. per mile		12 69
	Abstract for 1st qr. 1835.		
" 227	Capt. Delafield's acc. for per diem allowance for disbursing on acc. of the Cumberland Road east of the Ohio, from 11th Nov. 1832, to 3d March, 1835, 842 days *a* $2	$1,684 00	
	Ditto, on Cumberland Road in Va. from 26th April, 1833, to 31st December, 1833, 249 days	498 00	
	Ditto, on acc. Fort Delaware from 5th April, 1833, to 3d March, 1835, 697 days, *a* $2 -	1,394 00	
	Ditto, on acc. harbors of Newcastle, Marcus Hook, &c. from 5th April, 1833, to 3d March, 1835, 697 days, *a* $2 - -	1,394 00	
	Cr. by am't charged in accounts	4,970 00	
	rendered - - -	2,997 59	
	Error of $6, see below, - -	$1,978 41	
	On this acc. a per diem of $2 from 1st January, 1834, to 2d March, 1835, 426 days, has been passed to his credit on account of the Cumberland Road east of Ohio	852 00	
	Deducted,	$1,126 41	
	Carried over,		$1,675 37

STATEMENT—Continued.

	Brought over,	$1,126 41	1,675 37
	He having been previously allowed the same to 31st December, 1833, being the full amount authorized by the Regulations for disbursing.		
	Also deduct for errors in his acc. as above - - - -	6 00	
			1,132 41
	The charge for the 3*d day* of March, 1835, also deducted, the law prohibiting the allowance being signed, and taking effect on that day.		
Vo. 214	Capt. Delafield, for transportation of baggage, overcharge of 3 cents per mile - -		12 69
	Abstract for 2d qr. 1835.		
" 17	Overpaid 63 cents for 24 perches extra metal, *a* $1 12½, extended 27 63, instead of $27, over		63
" 63	Capt. Delafield's account for transportation of baggage, overcharge of 3 cents per mile -		16 47
	This sum overcharged in his transportation account in previous quarter; of 3 cents per mile, not allowed - - - -		14 16
	Subsequent to 1st July, 1834, on which day the regulation of the War Department, reducing the allowance to 9 cents per mile, took effect.		
	Abstract for Fort Delaware for 4th qr. 1834.		
" 13	Overpaid $1 to Hugh Conner, being an error in deducting for 19¼ days' board at 25 cts.		1
" 29	Capt. Delafield's acc. for per diem allowance for disbursing, from 1st October to 31st December, 1834, not allowed, he having been allowed for the same time on acc. Cumberland Road in Ohio, being the full amount authorized by the regulations - -		184
	Overcharged 3 cents per mile for transportation of baggage - - - -		32 79
	Abstract for 2d qr. 1835.		
" 27	Capt. Delafield's acc. for transportation of baggage, over charge of 3 cents per mile -		23 28
	Abstract for harbors of Newcastle, Marcus Hook, &c. for 2d qr. 1835.		
" 4	Capt. Delafield's acc. for transportation of baggage, overcharge of 3 cents per mile -		4 20
	Amount of differences,		$3,097 00

TREASURY DEPARTMENT,
3d *Auditor's Office, December* 14*th*, 1840.

Pursuant to the act of Congress of March 3d, 1817, entitled "an act to provide for the prompt settlement of public accounts," I, Peter Hagner, Third Auditor of the Treasury Department, do hereby certify that the aforegoing is a true transcript from the books and proceedings of the Treasury.

PETER HAGNER, 3*d Auditor.*

Be it remembered, that Peter Hagner, esquire, who certified the aforegoing transcript, is now and was at the time of doing so, Third Auditor of the Treasury of the United States, and that full faith and credit are due to his official attestations.

In testimony whereof, I, Levi Woodbury, Secretary of the Treasury of the United States, have hereunto subscribed my name, and caused to be affixed the seal of this Department at the city of Washington, this fourteenth day of December, in the year of our Lord one thousand eight hundred and forty.

[L. S.]

LEVI WOODBURY,
Secretary of the Treasury.

THE UNITED STATES
vs.
RICHARD DELAFIELD. } No. 7,935.

The within, by order of court, is made a part of the bill of exceptions in the above cause.

J. W. METCALF, *Clk.*

UNITED STATES
vs.
RICHARD DELAFIELD.

DISTRICT OF COLUMBIA, *county of Washington, to wit:*

Be it remembered, that the foregoing depositions of Peter Hagner and William B. Lewis, were taken before me, the subscriber, a justice of the peace, duly commissioned and sworn, in and for the county aforesaid; that each of said deponents was sworn by me in due form of law to the truth of his deposition, and subscribed the same in my presence; that on the 6th and 17th interrogatories on the part of the defendant being propounded to the said Peter Hagner, the solicitor of the Treasury objected, on the part of the United States, to said interrogatories as improper and illegal; and the said solicitor objected in like manner to the 2d interrogatory to the said William B. Lewis; and the defendant in like manner objected to the 3d, 4th, and 5th interrogatories on the part of the plaintiffs, put to the said Peter Hagner.

Given under my hand this fourteenth day of January, in the year eighteen hundred and forty-two.

J. WELLS, Jr., *J. P.*

UNITED STATES
against
RICHARD DELAFIELD.

DISTRICT OF COLUMBIA, *county of Washington, to wit:*

It is hereby agreed between Charles B. Penrose, solicitor of the Treasury, acting for and on behalf of the plaintiffs on the one part, and Richard Delafield, the defendant, on the other part, that every exception to the form of the foregoing depositions of Peter Hagner and William B. Lewis, taken before J. Wells, jr., a justice of the peace in and for the county of Washington, in the District of Columbia, shall be, and that the same hereby is, waived; that the said depositions shall be considered as valid as if the same had been duly taken under the act of Congress, commonly called the Judiciary act of September 24, 1789, in full compliance with all the requisitions of said act; but that every exception, whether hereinbefore noted, or not hereinbefore noted, is reserved, on both sides, to the competency and admissibility as evidence of the subject matter of said depositions, or of either of them, or of any part of them.

Witness our hands this fourteenth day of January, in the year eighteen hundred and forty-two.

CHS. B. PENROSE, *Solicitor of the Treasury.*
RICH'D. DELAFIELD.

OFFICE OF THE SOLICITOR OF THE TREASURY,
January 4, 1842.

I hereby certify, that it appears from a report made to this office by David Files, clerk of the United States' district court for the southern district of Alabama, of suits decided at the May term, 1839, of said court, that an action of assumpsit brought on a Treasury transcript—the United States against Cornelius A. Ogden—was tried, a verdict rendered in favor of the defendant, and a writ of error taken to the Supreme Court of the United States.

It also appears, from the report of the clerk of the Supreme Court of the United States, of suits decided at the January term, 1840, that said writ of error was dismissed for irregularity.

It also appears, from a letter addressed by the solicitor of the Treasury to Peter Hagner, esq., third auditor of the Treasury, on the 27th of August, 1840, that upon conferring with the attorney general, he had ascertained that said writ of error had been dismissed on the ground of irregularity in bringing it, and not upon the merits of the questions presented by the bill of exceptions; but it was his intention to await the decision in the cases of Gratiot and Minis, wherein similar questions were involved, and that if they were determined in favor of the United States, he should prosecute another writ of error in this case.

Nothing else on this subject appears in my office.

CHS. B. PENROSE,
Solicitor of the Treasury.

The foregoing certificate is given by me at the instance of Maj. Delafield, and on the part of the United States. It shall be considered as if it were a deposition regularly taken in the case of the United States against Maj. Richard Delafield, now pending in the district court of the United States in the southern district of New York, subject to the same exceptions as to the competency and relevancy of the evidence therein set forth; but no exceptions to be taken to the fact that full copies are not given of the reports and letters therein referred to.

CHS. B. PENROSE, *Solicitor*, &c.

SOLICITOR'S OFFICE, *Jan.* 14*th*, 1842.

B.

THE UNITED STATES
vs.
RICHARD DELAFIELD.

The within depositions, by order of court, are made a part of the bill of exceptions in the above cause.

J. W. METCALF, *Clerk.*

OCTOBER 3, 1842. Opened by consent of parties with same effect as if opened by the clerk.

J. P. STAPLES, *for Deft't.*
O. HOFFMAN, *U. S. D. Att'y.*

Interrogatories propounded on the part of the defendant, to Peter Hagner, third auditor of the treasury, in a certain suit now pending between the United States as plaintiff, and Richard Delafield as defendant, in the district court of the United States for the southern district of New York.

1st. "What office do you now hold under the government of the United States, and what offices have you filled, connected with the Treasury Department, for the last twenty years?"

To the above interrogatory the deponent, Peter Hagner, answers, that he was appointed Third Auditor of the Treasury in March, 1817, and has filled that office from the date of his appointment to the present time.

2d. "Please to examine the amount of differences herewith submitted for your inspection, and made out against the defendant, Major Richard Delafield, and say if the same was made out by you, or under your orders and directions; and please to state what office you held under the government at the time the account was made out and rendered to the defendant, and whether it was not so made out and rendered by your orders or direction."

To the above interrogatory the deponent, Peter Hagner, answers, that the statement of differences herewith submitted to him is a copy of the original statement of differences made on the settlement of Major Delafield's accounts, on the 19th of August, 1836,

amounting to 3,616 dollars, and filed with his accounts, with the exception of the writing and figures in red ink; that the said statement was made out by the clerk, who examined and adjusted the accounts under my order and direction, and that at the time he held the office of third auditor of the Treasury; and it was so made out and rendered by his order and direction, and reported to the second Comptroller of the Treasury with the accounts and vouchers, as in all similar cases, for his revision and decision according to law.

3d. "Were any of the charges made by the defendant in his accounts rendered, and upon which said amount of differences was made up for money by him disbursed and paid out, *disallowed?* If you answer in the affirmative, please to state the items charged for money paid out by the defendant which were *disallowed* as never having been *paid.*"

To the above interrogatory the deponent, Peter Hagner, answers to the first clause of the interrogatory, yes; and to the second clause, he refers to the said statement of differences for his answer. Those items which were disallowed as never having been paid are those which relate to the personal charges made by the defendant for extra services. See

Vo. 10, 1st quarter, 1830, amounting to			$56 00
Vo. 40, 1st quarter, 1831,	do		603 31
This sum charged as a commission of 2½ per cent. on $1,447 $\frac{55}{100}$ disbursed on account of the harbors of Newcastle, Marcus Hook, &c., to 2d qr. 1833			36 18
Vo. 310, 2d quarter, 1833, amounting to			182 00
Vo. 37, 2d quarter, 1833,	do		130 00
Vo. 28, 3d quarter, 1833,	do		184 00
Vo. 25, 4th quarter, 1833,	do		184 00
Vo. 55, 3d quarter, 1833,	do		184 00
Vo. 41, 4th quarter, 1833,	do		184 00
Vo. 23, 1st quarter, 1834,	do		180 00
The charge for commissions of 2½ per cent. at harbors of Newcastle, Marcus Hook, &c.:			
1st quarter, 1833	$12 98		
4th quarter, 1833	122 71		
1st quarter, 1834	41 42		
			183 41
Vo. 227, for 1st quarter, 1835			1,978 41

Except such part as is there stated to have been passed to his credit, amounting to $852, and $6 error in his account, making the deduction $1,132 $\frac{41}{100}$.

Vo. 29, for 4th quarter, 1834, amounting to $184, which, although charged by him in his respective accounts, were not allowed, nor their payment recognised or admitted—they not being considered authorised by law, regulation, or usage.

4th. "On the contrary, were or were not all the charges for money *paid*, admitted as having been *paid* by the defendants; and, as respects the charges for services rendered where the compensation claimed was disallowed, was it on the ground that the services were not rendered, or was it on the ground that the law or regulations of the army of the United States did not allow of the compensation claimed and charged?"

To the above interrogatory the deponent, Peter Hagner, answers, that all the charges for money *paid* by the defendant were admitted to his credit, except the items stated in the statement of differences before referred to, as disallowed and deducted, and in some instances, where errors occurred in making payments and were deducted, were subsequently credited by Major Delafield; and as respects the charges for compensation disallowed in the statement before referred to, the ground for disallowance was not that the services were not rendered, but that for such services he actually received a credit in the settlement of his accounts for the full amount authorised by the regulations of the army for the performance of such service, as particularly stated in the said statement of differences.

5th. "Was it or not the practice, before the act of Congress of 3d March, 1835, for extra services performed by the officers of the army in obedience of orders, to allow them for such extra services extra pay?"

To the foregoing interrogatory the deponent, Peter Hagner, answers, that it was not in the accounting departments, unless extra pay was provided for in the regulations of the army, or specially authorised by the War Department.

6th. "Did you or not give a deposition in the case of the United States against General Charles Gratiot, late chief engineer? If you answer in the affirmative, please examine the case made in said cause, and printed as No. 40, and submitted to the Supreme Court of the United States, from pages 98 to 114 inclusive, and say if your deposition is not there correctly set forth, and whether what appears on said pages as your deposition is not true as there stated."

To the foregoing interrogatory the deponent, Peter Hagner, answers, that he did give a deposition in answer to interrogatories propounded to him in the case of General Charles Gratiot, and to that deposition he refers for an answer to this interrogatory.

7th. "State the amount of money remitted by the Treasury Department to the defendant, and the amount received by him from other sources, on account of the appropriations

For the Cumberland road east of the Ohio;

For the Cumberland road in Virginia;

For Fort Delaware;

For the harbors of Marcus Hook, Newcastle, Chester, Port Penn, and for each work separately."

To the foregoing interrogatory the deponent, Peter Hagner, answers, that the defendant is charged, in the books of the third Auditor's office, with requisitions drawn on the Treasury from the 1st of December, 1832, to the 1st of April, 1835, on account of

The Cumberland road east of the Ohio, amounting to		$528,961 58
Received from Lt. Mansfield in November, 1832		13,714 49
And for sales of public property in 1833, '34, and '35		2,463 39
		$545,139 46
For requisitions between the 9th April, 1833, and 17th October, 1833, for the Cumberland road in Virginia, amounting to	$34,440 00	
And received for sales of public property in 1833	273 75	
		$34,713 75
For requisitions between the 17th April, 1833, and 9th January, 1835, on account of Fort Delaware, amounting to		$94,000 00
For requisitions between 19th July, 1833, and 9th January, 1835, on account of harbors of Marcus Hook, Newcastle, Chester, Port Penn, &c., amounting to	$14,050 00	
Received from Lt. S. Tuttle, on the 19th April, 1833, on the same account	614 32	
		$14,664 32

8th. Have all these sums been allowed by the Treasury Department, in the settlement of the defendant's accounts, as having been paid by him, according to law and regulations, except those noticed in the statement of differences of the Treasury Department, of the 19th August, 1836, and referred to in the 2d interrogatory?

To the above interrogatory the deponent, Peter Hagner, answers, they have, (except such items as were disallowed and subsequently credited to the United States by Major Delafield,) either in accordance with the then existing regulations, or by the special authorization of the War Department.

9th. Was the defendant allowed by the Treasury Department a commission for disbursing the funds appropriated for the survey of the passes of the Mississippi in 1829, and was he allowed by the Treasury Department a per diem for disbursing the funds appropriated for Fort Jackson, La., for the same time?

To the above interrogatory the deponent, Peter Hagner, answers affirmatively, that in the settlement of the accounts of Major Delafield, for disbursements during the 3d quarter of 1829, in relation to a survey of the passes at the mouth of the Mississippi, he

received credit for a commission of 2½ per cent. on his disbursements, amounting to $8 $\frac{23}{100}$; and that in the subsequent settlement of his accounts for Fort Jackson, transmitted and adjusted several months afterwards, he received a credit of $2 per day for disbursing, to which he was entitled, agreeably to regulations, embracing the same period, for which the commission above referred to was allowed. That the admission to his credit of said commission is believed to have resulted from, and is ascribable to, forgetfulness or oversight, growing out of the length of time elapsing between the separate rendering and settling of the two above mentioned accounts.

10th. Was Lieut. Tuttle, of the corps of engineers, allowed by the Treasury Department a compensation, in the way of commissions or per diem, for disbursing the funds appropriated for the harbors of Newcastle, Marcus Hook, Chester, and Port Penn, on the Delaware; and for the same time allowed by the Treasury Department a commission or per diem, for disbursing the appropriation for Fort Delaware or works on the Pea-patch island? And if so, when?

To the above interrogatory the deponent, Peter Hagner, answers, that on the settlement of the accounts of Lieut. Tuttle, for the works on the Delaware, including the repairs of Fort Delaware, wharfs at the same place, piers at Newcastle and Marcus Hook, and the security of the Pea-patch, &c., he was allowed, according to the regulations of the army, a per diem of $2, as a compensation for disbursing the funds for those objects, from the 25th June, 1829, to the 3d May, 1831, being less than 2½ per cent. commission on the amount actually disbursed on the above mentioned works, and the difference between that and the commission charged by him was disallowed. That after this settlement was made and approved by the accounting officers of the Treasury, and the result communicated to Lieut. Tuttle, he was allowed by the decision of the Secretary of War in the following words, viz: "The distant and detached positions which Lieut. Tuttle had to superintend, necessarily must have subjected him to greater expense than if he had been in the superintendence of a single fortification. His services uniformly were personal at each point. The claim of 2½ per cent. is therefore allowed on the disallowance herein stated. 26th May, 1831.—J. H. Eaton." A commission of 2½ per cent. on his disbursements from 1st July, 1829, to the 3d May, 1831, on the several works in the Delaware, including Fort Delaware, excepting that for piers at Newcastle, for which he was allowed a per diem of $2 in the months of July, August, and December, 1829, and March, 1830, though he was not allowed for the same time a commission on his disbursements.

11th. Did Major Ogden, of the corps of engineers, charge a compensation for disbursing the funds appropriated for the fort at Mobile Point, for the harbor of Mobile, for Pass au Heron, and Pascagoula river?—and were these charges made for these different

works for the same time? Has he been allowed the same, or any part thereof, by the Treasury Department? If so, how much for each work, and for what periods were said allowances charged by him? State all you know about the transaction.

To the foregoing interrogatory the deponent, Peter Hagner, answers, that Major Ogden charged in his accounts for the fort at Mobile Point, from the first day of September, 1825, to the 31st day of March, 1831, and from the 1st of January, 1832, to the 20th April, 1834, a per diem of $2 for disbursing the funds for that work, amounting in the whole to $5,758, which, in the various settlements of his accounts, was admitted to his credit. In his account for the harbor of Mobile he charged, in the second quarter of 1834, a commission of 2½ per cent. on the amount of his disbursements, which in the settlement of his accounts was disallowed, because he was at the time in the receipt of a per diem of $2 for disbursing for the fort at Mobile Point, amounting to $724 $\frac{92}{100}$. That in his account for Pass au Heron, for the third quarter of 1833, he charged a commission of 2½ per cent. on the amount disbursed for that work, which, on the settlement of his accounts, was disallowed, on the ground and for the reason that he was at the time in the receipt of $2 per day, for disbursing during the same period at the fort at Mobile Point, amounting to $325 $\frac{87}{100}$. No charge appears to have been made by Major Ogden for compensation for disbursing the funds at Pascagoula river.

In further answer to the foregoing interrogatory, and in reference to the last clause thereof, the deponent states, that the above mentioned items disallowed in the accounts of Major Ogden form a portion of the balance now claimed by the United States from him, and for which suit has been instituted, and is believed to be at this time undecided. When deponent speaks of the case as *undecided*, he speaks only from the information derived from the Solicitor of the Treasury and the 2d Comptroller, which is in substance, that the Supreme Court had dismissed the writ of error in this case, on the ground of irregularity, and not upon the merits of the questions presented by the bill of exceptions.

12th. Was the defendant allowed by the Treasury Department at the rate of $20 per month, for the services charged by him in voucher 40 of his accounts for the 1st quarter of 1831, until and to the date of his promotion to a captaincy, and to what date and what amount was he allowed for these services, so charged in said voucher?

In answer to the foregoing interrogatory, the deponent, Peter Hagner, states, that Major Delafield the defendant in this cause, charged in his account for Fort Jackson, for the 1st quarter of 1831, per voucher 40, for his services in receiving, issuing, responsibility and accountability of and for the subsistence stores at Fort Jackson at different periods, between the 1st of March, 1824, and 16th December, 1829, at the rate of $20 per month, amounting to the sum of $603 $\frac{31}{100}$, which was, in the settlement of his accounts on

the 6th June, 1831, disallowed on the ground that there existed no authority for the charge. This objection was founded on the letter from the Secretary of War (Mr. Calhoun) to the Third Auditor, dated December 3d, 1823, and filed with the accounts of Lieut. Horace C. Story, who preceded Maj. Delafield in the superintendency of the works at Fort Jackson, and of the disbursement of the funds thereof, stating that "in pursuance of instructions from me, the chief engineer in a letter to Capt. De Russey, dated the 19th of March last, authorized the allowance of twenty dollars per month in addition to their pay and emoluments to subaltern officers of engineers, stationed on the Gulf of Mexico, who were not receiving the compensation for disbursing, as a compensation for the performance of the duties of assistant commissary of subsistence." Major Delafield being then in the receipt of $2 per day for disbursing his charge, was accordingly disallowed, and so remained, until the settlement of the 8th of February, 1840, when, in pursuance of the decision of the then Secretary of War, Mr. Poinsett, the sum of $20 per month was allowed to Major Delafield, for the period he acted as assistant commissary of subsistence at Fort Jackson, until the 24th May, 1828, when he was promoted to a captaincy, amounting to $413 $\frac{01}{100}$, leaving still disallowed of that charge $190 $\frac{80}{100}$, which the Secretary of War, in his decision above mentioned, stated could not be legally made. The deponent refers, as a part of his answer to this interrogatory, to the papers referred to in the 14th interrogatory, and those accompanying them in relation to said voucher 40.

13th. Upon what evidence of the services having been rendered, was the defendant allowed so much of the amount charged in voucher No. 40, of the 1st quarter of 1831, as has been allowed by the Treasury Department?

To the foregoing interrogatory the deponent, Peter Hagner, answers, that in addition to the certificates of Major Delafield, attached to the voucher, the letters of the Engineer Department, approving the accounts and vouchers, and transmitting them to the office of the Third Auditor for adjustment, according to the regulations, form the evidence of the services having been rendered, together with the provision returns which accompanied his accounts.

14th. Upon what evidence of the services having been rendered, did the Treasury Department allow the accounts charged in vouchers Nos. 12, 5, 4, 3, 31, 69, 29, 10, 12, 35, 36, 7, 48, 27, and 29, contained in the papers certified by you, and signed by W. Forward, Secretary of the Treasury, on the 6th day of December, 1841, now handed to you?

To the foregoing interrogatory the deponent, Peter Hagner, answers, that the certificates to the several vouchers mentioned in this interrogatory, together with the letters from the Engineer Department approving, and transmitting to the office of the Third Auditor the several accounts and vouchers referred to for settlement, in pur-

+ Error in paging —

suance of the regulations of the War Department, afford the evidence of service to which this interrogatory leads, and to the several vouchers above mentioned the deponent refers as a part of his answer hereto.

15th. State what amount of money was remitted to the department on account of the appropriations for the defences of the Mississippi river, and whether or not the defendant has accounted for and been allowed by the Treasury Department for the payment of the whole amount according to law and regulations; if not, state the sum not accounted for, and disallowed by the Treasury Department.

To the foregoing interrogatory the deponent, Peter Hagner, answers, that remittances from the Treasury on requisitions, from the 29th March, 1824, to the 29th December, 1830, on account of the appropriations for Plaquimine Bend, amounting to - $476,368 61

And from the 4th of March to the 29th of December, 1830, on account of the appropriation for Fort Jackson, amounting to - - - - $85,000 00

And he received on the same account for sales of public property - - - - - $242 13

That he received from Lieutenant S. Tuttle, on the 1st of February, 1824, on account of the appropriation for collecting materials for a fort opposite to Fort St. Philip - - - $6,903 28

And by requisition on the Treasury on the same account, amounting to - 987 01

$7,890 29

He also received for surveys at the mouth of the Mississippi, by requisitions on the Treasury - - $598 39

The deponent further states, that in the various settlements of the accounts of Major Delafield in connexion with the abovementioned works, he has accounted either by vouchers, for expenditures made in accordance to law and regulations, or by special authority of the Secretary of War, for the entire amount of the abovementioned sums, with the exception of the sum of $190\frac{30}{100}$ disallowed under the decision of the Secretary of War on voucher 40 of his account for the first quarter of 1831, for services as assistant commissary, as before stated in deponent's answer to the 12th interrogatory, to which he now refers as his answer to the last clause to this.

16th. State for what periods and with what quarterly accounts the defendant rendered his accounts for compensation for disbursements for Fort Jackson, La.

To the foregoing interrogatory the deponent, Peter Hagner, answers, that in the various quarterly accounts rendered by Major Delafield for disbursements at Fort Jackson, his accounts for compensation for disbursements, commencing on the 1st day of October, 1826, and ending on the 31st August, 1831, are found charged.

17th. Please to state, in answer to the 6th interrogatory, whether or not the matters printed in the book now handed you, being "Supreme Court of the United States," No. 40, Charles Gratiot, plaintiff in error, vs. the United States, in error to the circuit court of the United States for the district of Missouri, from pages 98 to 114 inclusive, is your deposition in said cause, correctly set forth as there printed."

To the foregoing interrogatory the deponent, Peter Hagner, answers, that not having in his possession the deposition referred to, it is not in his power to say whether or not it is correctly set forth as there printed.

18th. Please to state whether or not Major Wm. H. Chase, of the corps of engineers, was allowed by the Treasury Department, in the settlement of his accounts for the third and fourth quarters of 1824, for the disbursement of the funds appropriated for Chef Menteur, a commission or compensation for disbursing for said work of Chef Menteur during those two quarters, or any part thereof; state the period for which any commission or per diem has been allowed him by the Treasury Department for said disbursements during and for the two quarters above stated.

To the foregoing interrogatory the deponent, Peter Hagner, answers, that Major Chase charged, and, in the settlement of his accounts for the works at Chef Menteur, was allowed, agreeably to regulations, a per diem of $2 for said work from the 1st of July to 31st December, 1824; that he also charged and was allowed, in the settlement of his accounts for the works at Plymouth beach, a per diem of $2 from the 18th August to the 13th November, 1824, as "agent of fortifications;" that this allowance is believed to have been made, in the settlement of his accounts, inadvertently, from the circumstance of the settlement having been made prior to that for Chef Menteur, where he was regularly the disbursing agent, and entitled to the per diem for disbursing; that had the fact of his having received a credit for this allowance been adverted to, the amount would have been deducted from his charge for the same object at Chef Menteur, in accordance to usage and the rules of settlement in other similar cases.

Interrogatories propounded on the part of the United States, to Peter Hagner, Third Auditor of the Treasury, in a certain suit now pending between the United States, as plaintiffs, and Richard Delafield, as defendant, in the District Court of the United States for the southern district of New York.

1st. In your answer to the defendant's first interrogatory, you state that you were appointed Third Auditor of the Treasury, in March, 1817, and that you have filled that office from the date of your appointment to the present time. Be pleased to state whether or not, before you were appointed Third Auditor of the Treasury, you had filled any office or offices connected with the War Department, which gave you the means of knowing its general usages in set-

tling accounts of army officers and other agents; and if so, state what such office or offices was, or were, and when filled by you.

To the foregoing interrogatory, the defendant, Peter Hagner, answers, that in December, 1793, he was appointed book-keeper in the office of the Accountant of the War Department, and principal clerk in May, 1796, and continued in that capacity until he was appointed additional Accountant of the War Department, under the act of the 29th April, 1816, in which last capacity it was his duty to adjust and settle all the accounts of the War Department, remaining unsettled at the conclusion of the late war; that he continued in said office until March, 1817, when he was appointed Third Auditor of the Treasury. In the discharge of his duties in said capacities, he had ample means of knowing the general usages in settling accounts of army officers and other agents.

2d. In your answer to the defendant's fifth interrogatory, you say, that before the act of Congress of March 3d, 1835, it was not the practice of the accounting departments to allow extra pay for extra services performed by the officers of the army in obedience to orders, unless extra pay was provided for in the regulations of the army, or specially authorized by the department. Be pleased to recite in your evidence the army regulation or regulations which you refer to as providing for extra pay; to state what practical construction has been given to such regulation or regulations, so far as the same has relation to this suit; and particularly, whether a separate per diem compensation has been paid for disbursing money, or for rendering other services at more than two public works; and if so, in what instance or instances, and under what circumstances. Be pleased also to state whether, in allowances for extra pay under the army regulations which you refer to, any discrimination has been made growing out of the nature of the work.

To the aforegoing interrogatory, the deponent, Peter Hagner, answers: The first of the series of regulations above referred to is in the following words, viz:

"Until it is otherwise directed, lieutenants of the corps of engineers shall be allowed for moneys expended in the construction of fortifications at the rate of $\$1\ \frac{50}{100}$ per day, captains at the rate of $2, majors at the rate of $2 50, and all other officers of superior grade, at the rate of $3 per day."

(Signed) WM. H. CRAWFORD.

March 6th, 1816."

In the book of general regulations for the army in 1821, will be found the next regulation, in 14th par. of the 67th article, in the following words, viz:

"Where there is no agent of fortifications, the superintending officer shall perform the duties of agent, and while performing such duties, the rules and regulations for the government of the agents

shall be applicable to him, and, as compensation for the performance of that extra duty, he will be allowed for moneys expended by him in the construction of fortifications, at the rate of two dollars per diem during the continuance of such disbursements; provided the whole amount of emolument shall not exceed two and a half per cent. on the sum expended."

The next regulation will be found in the 893d paragraph of the 67th article of the book of general regulations for the army in 1825, and is as follows, viz:

"The engineer superintending the construction of a fortification will disburse the money applied to the same, and, as a compensation for the performance of that extra duty, will be allowed at the rate of two dollars per diem, during the continuance of such disbursements; provided the whole amount of emolument shall not exceed two and a half per cent. on the sum disbursed."

The next and last regulation in relation to this subject is in the following words, viz:

DEPARTMENT OF WAR, *March 13th*, 1835.

The proviso in the act of Congress, passed March 3d, 1835, entitled "An act making additional appropriations for the Delaware breakwater, and of certain rivers, for the year eighteen hundred and thirty-five," and which prohibits the allowance of extra compensation to officers of the army, has been submitted to the Attorney General for his opinion, and that officer has decided that it extends to and prohibits the allowance of all extra compensation of every kind whatsoever, for which provision is not made by law."

Hereafter, therefore, no such extra compensation will be allowed. This prohibition took effect from the date of the passage of the law, and extends to the following cases:

Per diem to officers on bureau duty.

Per diem to officers in charge of working parties.

Per diem to the secretary of the military board.

Per diem to engineer officers for disbursing public money.

Per diem to the assistant engineer at the Delaware breakwater.

Per diem to the members of the medical board.

Per centage to topographical officers for disbursing in the field.

Monthly allowance or per centage to officers of the line temporarily performing staff duties.

Per diem to officers for disbursing funds not properly appertaining to their department.

Allowance to the medical officers purchasing supplies for the medical service.

Per centage to military storekeepers for disbursements.

Compensation to officers on duty connected with the removal of the Indians, except their actual travelling expenses, which are allowed by the act of June 30th, 1834, entitled "An act to provide for the organization of the department of Indian affairs."

Allowance to the officers disbursing money at the seat of Government, under the regulation of the War Department of May 31, 1833.

Extra compensation to the assistant surgeon for attending laborers on the works at Hampton roads.

Allowance to the officer acting as adjutant at the military academy.

Allowance to the officer acting as professor of chemistry to the military academy.

These cases are enumerated for the information of the army, and embrace all the extra allowances which have been reported to this department, in answer to the enquiries which have been made. It is possible, however, that some may have been omitted, and the enumeration will not therefore be considered as sanctioning the allowance of any claim, because it is not herein expressly provided for. But the construction of the act will apply so as to prevent the granting of any extra compensation of any nature whatever, unless expressly authorized by law. The Attorney General has decided, that the general clause in the above proviso will render illegal the allowance of any per centage or compensation for disbursing appropriations made previous to, as well as during the last session of Congress.

LEWIS CASS.

The uniform practice, under the construction given by the accounting officers to the above recited regulation, was to allow to the disbursing officer the maximum allowance of two dollars per diem, provided it did not exceed two and a half per cent. commission on the amount disbursed, without reference to the number of works; that, with the exception of a very few instances, and those instances it is believed resulting from oversight or forgetfulness, the per diem for disbursing was not allowed on separate works for the same period of time; the instances of departure from the general usage under the construction given to the said regulations, so far as they are known or recollected at this time, are the cases of Captain Talcott, Captain Chase, Captain Delafield, and Lieut. Tuttle—the three last are fully answered and explained in deponent's answer to the 9th, 10th, and 18th interrogatories, on the part of the defendant.

In the case of Captain Talcott, he was allowed, as principal astronomer, whilst engaged in determining certain geographical points on the northern boundary of Ohio, at the rate of $10 per day for 924 days, within the period commencing the 1st of January, 1833, and ending the 9th May, 1836, which was allowed by the Secretary of War; and in pursuance of the acts of 2d March, 1833, and of the 9th May, 1836. He was also allowed for disbursing at Forts Monroe and Calhoun two dollars per diem (being less than 2¼ per cent. on the amount disbursed) from 1st October, 1829, to 31st August, 1834, in pursuance of the 67th article and 893d paragraph of the regulations of 1825, before referred to. This

last allowance embraces a portion of the period within which the allowance as principal astronomer was also made; but for the period from the 1st January, 1833, to the 31st December, 1834, Captain Talcott only charges in his account for 509 days, thus excluding 221 days. It is not therefore within the knowledge of the deponent, nor can he say whether the number of days so excluded from his charge for extra pay as principal astronomer were not the days charged for in part for disbursing at Forts Monroe and Calhoun. The circumstances under which the allowance was made, it is believed, originated in the fact that the accounts of Captain Talcott, containing the charges for per diem at Forts Monroe and Calhoun, were settled in the month of February, 1835, when he was allowed, in pursuance of the regulation of 1825, for disbursing at those places the two dollars per day to the 31st of August, 1834; and his account as principal astronomer was not audited and settled until January, 1839, when he was allowed the extra compensation for that duty under the authority of the Secretary of War, and of the acts of Congress above referred to.

In answer to that part of the interrogatory, whether, in allowances for extra pay under the army regulations, any discrimination has been made growing out of the nature of the work, the deponent answers, that the general usage was to allow to officers disbursing under the direction of the Engineer Department a per diem of two dollars, without reference to the particular work or works on which they were engaged; but, with the exceptions before stated, it is believed no such allowance was made in such cases with reference to the number of works, the practice being to allow the per diem of two dollars, provided it did not exceed 2½ per cent. commission on the aggregate amount disbursed upon all the works, whether one or more. Since the act of the 3d March, 1835, referred to above, no allowance has been made to any officer for disbursing the funds applicable to the works under his superintendence.

3d. If there has been a practice of the War Department, or of the accounting officers connected therewith, giving a construction to the army regulations which you have referred to, and any departure from that practice, state what that practice has been; the instances of departure from it; the reasons for such departure; and whether the reasons for departure in any case operated as a precedent to govern the department in deciding a subsequent case.

To the above interrogatory the deponent, Peter Hagner, answers, that to his knowledge it has not been the practice of the War Department, or of the accounting officers connected therewith, to give any other construction to the army regulations before referred to, than is stated in his answer to the second interrogatory; and where a few isolated cases of departure from it have taken place, the causes for such departure are also stated in said answer, and in no instance has such departure operated as a precedent in deciding subsequent cases.

4th. In your answer to defendant's 10th interrogatory, you refer to certain allowances made on the 26th May, 1831, by Mr. Secretary Eaton to Lieutenant Tuttle, and recite the decision of the Secretary setting forth the reasons for such allowances. Be pleased to state the respective facts and circumstances connected with the case of Lieutenant Tuttle, and with that of Major Delafield, and particularly whether Major Delafield's services were "uniformly personal" at each of the works for which he has charged a per diem allowance; whether he had or had not a clerk at each of those works, whose duty it was to assist in preparing and rendering his accounts; whether compensation for the services of such clerk was paid by the Government, or by Major Delafield; and if by the Government, whether any such facility was afforded to Lieut. Tuttle.

To the above interrogatory the deponent, Peter Hagner, answers, that the ground (as indicated by the Secretary of War) for the allowance of 2½ per cent. commission on the amount disbursed, made to Lieutenant Tuttle, was, that the works he superintended and disbursed for were numerous and distant from each other, making it necessary for him to be frequently moving from one to the other, each requiring his personal attendance, and thus subjecting him to extraordinary expenses, labor, and risk in his disbursements; for that reason the decision was special, and applied only to the case in which it was made. Moreover, his situation, duties, and risk in making his disbursements, in proportion to the amount expended, were different from those officers who resided at the place where their duties were performed and the disbursements made, having with them the requisite number of clerks and assistants to arrange and keep accounts, and otherwise aid in making disbursements. Lieutenant Tuttle, on the contrary, did not charge for, nor was he allowed, the services of a clerk at the expense of the Government.

Major Delafield's position was different, inasmuch as his services could not have been "uniformly personal" at each of the works under his general superintendence, in consequence of the great distance they were from each other. At each separate work he was allowed, besides the usual number of superintendents or overseers, as many assistants as were deemed necessary, whose compensations were charged in his accounts, and admitted to his credit in the settlement of his accounts, and, besides, such as were allowed to Lieut. Tuttle. He was allowed for Fort Delaware, as civil engineer, an assistant, and at the other works on the Delaware an assistant engineer and superintendents; and on the Cumberland road in Virginia and Ohio the services of a clerk, besides the aid of several officers of engineers as his assistants, who were stationed at the places of operations, and which is believed to have rendered his "uniform personal" services unnecessary, even had it been practicable for him to have been present.

5th. If there be any cases in which double extra allowances have been made by the War Department, other than the cases already

explained in your testimony in this case, be pleased to state the facts and circumstances of those cases respectively, and the reasons for such allowance.

In answer to the above interrogatory the deponent, Peter Hagner, states, that he has no recollection or knowledge of any other cases than those before mentioned.

6th. In your answer to the defendant's 8th interrogatory, you speak of sums of money as having been allowed to Major Delafield. Be pleased to state whether all the amounts so allowed to him were allowed as having been disbursed by him, or whether some of them were not allowed as having been turned over by him to his official successor; and, if the latter, state the respective amounts covered by the two clauses of this interrogatory.

To the above interrogatory the deponent, Peter Hagner, answers, that of the sums stated in his answer to the 8th interrogatory, on the part of the defendant, to have been allowed to Major Delafield, the sum of $\$125\frac{01}{100}$ on account of harbors of Newcastle, Marcus Hook, Port Penn, &c., and the sum of $\$617\frac{81}{100}$ on account of Fort Delaware, were turned over by him on the 8th July, 1835, to the Moyamensing Bank at Philadelphia, and was afterwards disbursed by the said bank; the remainder was the amount actually disbursed by Major Delafield, as before stated.

7th. Be pleased to make a similar discrimination as to the facts stated in your answer to the defendant's 15th interrogatory.

To the above interrogatory the deponent, Peter Hagner, answers, that of the sums stated in his answer to the 15th interrogatory, on the part of the defendant, the sum of $\$20{,}043\frac{96}{100}$, on account of the Cumberland road east or the Ohio, was turned over, on the 25th May and 10th July, 1835, to the Merchants' and Manufacturers' Bank at Pittsburg, and was subsequently disbursed by the said bank; the remainder was disbursed by Major Delafield, in the manner stated in deponent's said answer to the 15th interrogatory.

PETER HAGNER,
Third Auditor Treasury Department.

No. 40.

1831. *The United States to R. Delafield,* Dr.

For his services in receiving, issuing, responsibility and accountability of and for the subsistence stores at Fort Jackson, from—

1st March, 1824, to 5th November, 1824—8 months and 5 days, at $20 - - - - -	$163 33
9th May, 1827, to 31st May, 1828—12 mos. and 22 days	254 19
1st Nov., 1828, to 5th Dec., 1828—1 mo. and 5 days -	23 22
1st March, 1829, to 6th May, 1829—2 mos. and 6 days -	43 87
17th June, 1829, to 16th Dec., 1829—5 mos. and 29 days	118 70
	$603 31

I certify that the services charged in this account were rendered necessary for, and applied as above stated in the receipt and issue, to persons employed at said fort, responsibility and accountability for all the subsistence stores received and issued during the periods charged; at which times I was left without the aid of any officer to assist in the discharge of the duties appertaining to said fort.

RICH'D DELAFIELD,
Capt. of Engineers.

The order of the Secretary of War authorized these services to be paid from the appropriation for the work fort to the assistant engineer. I certify that I performed the duties of assistant engineer during the time herein charged.

RICH'D DELAFIELD.

Received, March 5, 1841, from Captain Richard Delafield, of the U. S. corps of Engineers, the sum of six hundred and three dollars and thirty-one cents, in full of the above account.

Signed duplicates. RICH'D DELAFIELD,
($603\frac{31}{100}$.) *Capt. of Engineers.*

Statement of money paid to persons discharging the duties of assistant commissary, at Fort Jackson, and the periods during which the duties were discharged by the undersigned, and remaining unpaid.

Services rendered by	From	To	Amounts paid.	Am'ts unpaid.	
Stephen Tuttle -	1st May, 1823	30th June, 1823	$40 00		
Do	1st Feb'y, 1824	29th Feb., 1824	20 00	–	Ordered to Chef Menteur.
Richard Delafield	1st March, 1824	5th Nov., 1824	–	$163 33	Not paid.
Henry Brewerton	5th Nov., 1824	30th Nov., 1824	16 66		
Do	1st Dec., 1824	31st Dec., 1824	20 00		
Do	1st Jan'y, 1825	30th June, 1825	120 00		
Do	1st July, 1825	31st Dec., 1825	120 00		
Do	1st Jan'y, 1826	30th April, 1826	80 00		
Do	1st May, 1826	31st Dec., 1826	160 00		
Do	1st Jan'y, 1827	30th April, 1827	80 00		
Do	1st May, 1827	8th May, 1827	5 16	–	Sick, ordered to Newport.
R. Delafield -	9th May, 1827	31st May, 1828	–	254 19	Not paid.
A. H. Bowman -	1st June, 1828	30th June, 1828	20 00		
Do	1st July, 1828	31st Oct., 1828	80 00	–	Ordered to Bayou Bien Venue.
R. Delafield -	1st Nov., 1828	5th Dec., 1828	–	23 32	Not paid.
Thos. T. Truss -	6th Dec., 1828	28th Feb., 1829	56 12	–	Ordered to Newport.
Rich. Delafield -	1st March, 1829	6th May, 1829	–	43 87	Not paid.
H. H. Gerd -	7th May, 1829	16th June, 1829	26 78	–	Resigned.
Rich. Delafield -	17th June, 1829	16th Dec., 1829	–	118 70	Not paid.
G. W. Lorg -	17th Dec., 1829	23d April, 1830	85 00		
Do	On duty to finish the work -		230 00		
			$1,159 72	$603 31	

Services of commissary, amounting to $1,159 72, passed by Auditor and Comptroller.

Services of commissary, amounting to $603 31, suspended by Auditor and Comptroller.

RICH'D DELAFIELD,
Capt. of Engineers.

Statement of money paid by Richard Delafield for Check books, for which receipts were forwarded according to regulations, and the accounts passed to my credit by the Auditor and Comptroller, viz:

Vo. No. 4,	Wm. McKean,	Jan'y,	1824, 1	check book -	$4 00
30,	do	March,	1825, 1	do -	6 00
17,	do	July,	1825, 1	do -	1 50
17,	do	Jan'y,	1826, 1	excha'ge book	2 00
20,	do	May,	1826, 1	check book -	3 50
20,	do	Jan'y,	1827, 1	do -	5 00
5,	Gaston Brushe,	Jan'y,	1829, 1	do -	4 00
					$$26 00

Check books, to the amount of $26, passed by the Auditor and Comptroller.

Check books, to the amount of $4, suspended by the Auditor and Comptroller, similar in all respects.

The amount expended at Fort Jackson, La., by Capt. Delafield, from 1824 to 1832, was $628,000. Of this sum, vouchers have been suspended by the Third Auditor, as informal, and requiring the sanction of the Secretary of War, to the amount of $709 31; being—

For surveys of the passes of the Mississippi - - -	$56 00
Medical services for Lt. Brewerton - - -	50 00
Services as acting assistant commissary of subsistence, by Capt. Delafield - - - - - -	603 31
	709 31

Voucher No. 40 is now presented to the Secretary of War for his sanction, as required by the Auditor, ere it can be allowed. In bringing it to the notice of the Secretary, Capt. Delafield states, that whenever an assistant engineer or officer of the army was on duty at Fort Jackson, such officer discharged the duties of assistant commissary, and was paid for the services at the rate of $20 per month. Where withdrawn, either on account of sickness, or ordered to other posts, these duties devolved upon Capt. D., and were discharged by him, and payment claimed therefor, as sanctioned by law and the usage of every military post in the country. The commanding officer, without regard to rank, officiates as commissary of subsistence, whenever the junior officers are withdrawn from his command,

leaving him alone in command, and receives pay accordingly. Six different officers served under Capt. D., and were paid as assistant commissaries, the accounts rendered and allowed by the Auditor. Capt. D.'s claim for like services is disallowed.

The annexed statement exhibits the officers who discharged such duties and received pay, and the periods and the time when the services were rendered by Capt. D., and unpaid. He now asks the Secretary of War to authorize the Auditor to pass the amount of the voucher No. 40, for the services rendered by him, to his credit in the settlement of his accounts.

RICH. DELAFIELD,
Capt. of Engineers.

Remarks of the Third Auditor on the claim of Capt. Richard Delafield, for "services in receiving, issuing, responsibility and accountability of and for the subsistence stores," between the 1st March, 1824, and 16th December, 1829, at $20 per mo., amounting to $603 31; referred to the Third Auditor, by the Secretary of War, for a report:

The question of extra compensation in a similar case, by Lieut. Tuttle, was submitted by the Chief Engineer to the then Secretary of War, as per his letter (a copy of which accompanies this report) dated 10th February, 1829; upon which the Hon. Peter B. Porter, then Secretary of War, endorsed his allowance; but before it was acted upon, to wit, on the 13th March, 1829, the Hon. John H. Eaton, the successor of Gen. Porter, disallowed the claim for the reasons stated in his decision, upon the letter of the Chief Engineer before referred to. The claim of Capt. Delafield was not made until the rendition of his accounts for the 1st quarter of 1831, two years after the Secretary had refused the allowance above referred to; and it was accordingly disallowed for want of authority for the charge.

In the cases referred to by Capt. Delafield, of allowances to officers discharging the duties of assistant commissary at Fort Jackson, paid by him, and allowed in the settlement of his accounts, it will be observed that they were all subordinate officers coming within the description mentioned in the letter of the Chief Engineer before referred to, as having been allowed an extra compensation, and not being in the receipt of any other extra allowance; and that Capt. Delafield, being the chief officer, and in the receipt of the per diem fixed by regulations to disbursing officers, and coming within the class that could not be allowed without the sanction of the Secretary of War, as mentioned in the same letter, his account was therefore disallowed.

PETER HAGNER, *Aud.*

The Hon. SECRETARY OF WAR.

TREASURY DEPARTMENT,
Third Auditor's Office, April 29, 1837.

Endorsed: The allowance Capt. Delafield received was for disbursing the funds for the construction of Fort Jackson, under the provisions of the 893d paragraph of the general regulations of 1825, and not for the performance of any other duty involving responsibilities. It would seem but just that he should be placed on the same footing with other commanders of stations to whom the allowance has been made, if any. I accordingly respectfully recommend the like decision in his favor.

C. GRATIOT.

Engineer Department, September 4, 1837. Allowed, provided similar allowances have been made in like cases.

J. R. P.

Engineer Department, September 6, 1837. Respectfully referred to the Third Auditor.

C. GRATIOT.

ENGINEER DEPARTMENT,
Washington, February 10, 1829.

To the Hon. P. B. PORTER, *Secretary of War:*

SIR: I have the honor to submit herewith, for your decision, an account of Lieut. Tuttle's, for compensation as assistant commissary of subsistence whilst superintending the construction of the works of fortifications at Oak Island. In those portions of the country where slave labor is principally used on the public works, it becomes necessary, in compliance with the usual mode of hiring such force, that the employer should provide for their subsistence; and hence it is the duty of officers of engineers, so situated, to procure provisions for them and be responsible for the issues. In cases where there are more than one officer, this duty is made to devolve on the junior, and as a compensation for the responsibility thus incurred, he is allowed the additional pay usually granted to assistant commissaries of the army; but in cases (of which there are several) where there is but one engineer officer at a post, this duty of course is performed by him, and by the operation of the same rule he is entitled to the additional compensation. In the case now presented to you, and in several others similarly situated, the accounting officers of the Treasury have, however, refused to pass the accounts without the previous sanction of the Secretary of War, which I now beg leave to ask that it may establish a rule to be observed in such cases.

I am, sir, respectfully your obedient servant,

C. GRATIOT, *Chief Engineer.*

Allowed. P. B. P.

(In pencil.)—The above allowance seems to be at variance with the practice heretofore mentioned by the accounting officers. The Secretary of War is indisposed to alter any rule, the tendency

of which shall be to enlarge expenditure. It is accordingly disallowed.

J. H. EATON.

The United States to Lieut. S. Tuttle, *Dr.*

1825.

Dec. 31. For performing the duties of assistant commissary of subsistence from November 1st to December 31st, 1825, 2 months, at $20 per month - - - $40 00

I certify that I performed the duties of assistant commissary of subsistence in purchasing and issuing provisions to laborers and mechanics employed by the engineer department at Oak Island.

S. TUTTLE,
Lieut. U. S. Corps of Engineers.

$40.] SMITHVILLE, *Dec.* 31, 1825.

Received from Lieut. S. Tuttle, U. S. corps of engineers, forty dollars, in full for the above account.

Signed duplicates.

S. TUTTLE,
Lieut. U. S. Corps of Engineers.

(The following endorsement appears on a copy, by Major Delafield, of the remarks of the Third Auditor, of the 29th April, 1837, on the aforegoing claim, and stated in pencil on the back to have been "returned to Major Delafield January 29, 1840," viz:)

The usual allowance of twenty dollars a month may be paid to Major Delafield for the period he acted as assistant commissary of subsistence at Fort Jackson, until his promotion to a captaincy, after which the allowance cannot be *legally* made.

J. R. P.

No. 12.

The United States to Lieut. S. Tuttle, *Dr.*

1823.

June 30. For extra pay as assistant commissary of subsistence at Fort Plaquemine, from May 1st, 1823, to June 30th, 1823, 2 months, at $20 per month - - $40 00

$40.] PLAQUEMINE TURN, *June* 30, 1823.

Received from Lieut. Horace C. Story, U. S. corps of engineers, forty dollars, in full for the above account.

Signed duplicates.

S. TUTTLE,
Lieut. U. S. Corps of Engineers.

NEW ORLEANS, *August* 1, 1823.

I certify that I was appointed by Lieut. Horace C. Story, U. S. corps of engineers, to perform the duties of assistant commissary of subsistence during the period above charged, and that the above account is correct.

S. TUTTLE,
Lieut. U. S. Corps of Engineers.

No. 5.

The United States to Lt. S. Tuttle, U. S. Corps Eng., *Dr.*

1824.

Feb. 29. For services as assistant commissary of subsistence at Plaquemine Turn, from February 1st to February 29th, 1824, 1 month - - - - $20 00

$20.] PLAQUEMINE BEND, *March* 1, 1824.

Received from Lieut. Richard Delafield, U. S. corps of engineers, twenty dollars, in full for the above account.

S. TUTTLE,
Lieut. U. S. Corps of Engineers.

PLAQUEMINE BEND, *March* 31, 1824.

I certify that the services charged in the within account were rendered, were necessary for, and applied to, advancing the public works at this place.

RICH'D DELAFIELD,
Lt. Corps of Engineers.

No. 4.

The United States to Lieut. H. Brewerton, *Dr.*

1825. For services as acting assistant commissary of subsistence at Fort Jackson, La., from the 1st of March to the 30th June, 1825, at $20 per month - - - $80 00

I certify that the services charged in this account were rendered necessary for, and applicable to, the advancement of the works of Fort Jackson; Lt. B. being charged with the receipt, safe keeping, and accountability, of the provisions for subsisting the people employed at the works.

RICH'D DELAFIELD,
Lieut. Corps of Engineers.

Received, July 19, 1825, from Lieut. R. Delafield, eighty dollars cents, in full of the above account.

Signed duplicates. HENRY BREWERTON,
$80.] *Lieut. Corps of Engineers.*

No. 3.

The United States to Lieut. H. Brewerton, *Dr.*

1825.

January 1. For services as acting assistant commissary of subsistence at Fort Jackson, Miss. river, from the 1st of July, 1825, to the 31st of December, 1825, inclusive, six months, at $20 per month - $120 00

I certify that Lt. Brewerton was charged with, and held accountable for, and rendered the service of, an assistant commissary during the period charged in the above account, and that they were necessary for, and applicable to, the works of Fort Jackson.

RICH'D DELAFIELD,
Lieut. Corps of Engineers.

Received, January 1st, 1826, from Lieut. R. Delafield, one hundred and twenty dollars cents, in full of the above account.
Signed duplicates. HENRY BREWERTON,
Lt. Corps of Engineers, and acting A. C. S.

No. 31.

The United States to Lieut. Henry Brewerton, *Dr.*

1826.
May 1. For services as assistant commissary of subsistence from the 1st of January, 1826, to the 30th of April, 1826, inclusive, four months, at $20 per month - $80 00

I certify that the services charged in this account were rendered necessary for, and applied to the accountability, charge, and preservation of the provisions purchased for the laborers and mechanics engaged on the works of Fort Jackson.

RICH'D DELAFIELD,
Lieut. Corps of Engineers.

Received, May 1st, 1826, from Lieut. Richard Delafield, eighty dollars cents, in full of the above account.
Signed duplicates. HENRY BREWERTON,
$80.] *Lt. Corps of Engineers, and acting A. C. S.*

No. 69.

The United States to Lieut. Henry Brewerton, *Dr.*

1826.
March 29. For services as assistant commissary of subsistence from the 1st of May, 1826, to the 31st December, 1826, inclusive, eight months, at $20 per month $160 00

I certify that Lt. Brewerton was in possession of, and held responsible *of* all the provisions for subsisting the people employed at Fort Jackson, and that the services were necessary for that purpose during the time above charged—*paid under an order of the engineer department.*

RICH'D DELAFIELD,
Lieut. Corps of Engineers.

Received, March 29th, 1827, from Lieut. Richard Delafield, one hundred and sixty dollars cents, in full of the above account.
Signed duplicates. HENRY BREWERTON,
$160] *Lt. Corps of Engineers, and A. A. C. S.*

No. 29.

The United States to Lieut. Henry Brewerton, *Dr.*

1837.
April 30. For services as assistant commissary of subsistence from the 1st of January, 1827, to the 30th of April, 1827, inclusive, four months, at $20 per month - $80 00

I certify that services charged in this account were rendered, necessary for, and applied as stated above, for the works of Fort Jackson.

RICH'D DELAFIELD,
Lieut. Corps of Engineers.

Received, May 1st, 1827, from Lieut. Richard Delafield, eighty dollars cents, in full of the above account.
Signed duplicates. HENRY BREWERTON,
$80] *Lt. Corps of Engineers, and A. A. C. S.*

No. 10.

The United States to Lieut. Henry Brewerton, *Dr.*

1827.
August 1. For services as acting assistant commissary of subsistence from the 1st of May, to the 8th of May, 1827, inclusive, at $20 per month - - $5 16

I certify that the services charged above were rendered, necessary for, and applied to, the safety and responsibility of all subsistence stores received at, and issued to the people employed on the works of, Fort Jackson.

RICH'D DELAFIELD,
Lieut. Corps of Engineers.

Received, August 1st, 1837, from Lieut. R. Delafield, five dollars sixteen cents, in full of the above account.
Signed duplicates. HENRY BREWERTON,
$5 $\frac{16}{100}$.] *Lt. Corps of Engineers, and A. A. C. S.*

No. 12.

The United States to Lieut. A. H. Bowman, *Dr.*

1828.
July 3. For his services and accountability as commissary of subsistence at the works of Fort Jackson, for the month of June, 1828, - - - - - $20 00

I certify that the services charged in this account were rendered, necessary for, and applicable to, the works of Fort Jackson, being for the purposes herein stated.

RICH'D DELAFIELD,
Captain of Engineers.

Received, July 3d, 1828, of Capt. Richard Delafield, U. S. Engineer Corps, twenty dollars and cents, in full of the above account.
Signed duplicates. A. H. BOWMAN,
$20.] *Lieut. of Engineers.*

No. 35.

The United States to Lieut. Alex. H. Bowman, *Dr.*

1828.
Oct. 31st. For taking charge of, and responsibility of commissary stores at Fort Jackson, from the 1st July, to 31st October, 1828, 4 months, at $20 - - $80

I certify that the services charged in this account were rendered, necessary for, and applicable to, the construction of Fort Jackson, being for the purposes herein stated.

RICH'D DELAFIELD,
Captain of Engineers.

Received, January 31st, 1829, of Capt. Richard Delafield, eighty dollars cents, in full of the above account.
Signed duplicates. A. H. BOWMAN,
Lieut. U. S. Engineers.

No. 36.

The United States to Lieut. T. S. Twiss, *Dr.*

1829.
Feb. 28. For his services in taking charge of, issuing, and being responsible for, the subsistence stores at Fort Jackson, from the 6th December, 1828, to 28th February, 1829, 2 months 25 days, at $20 per month - - $56 12

I certify that the services charged in this account were rendered, necessary for, and applicable to, the construction of Fort Jackson, for the purposes herein stated.

RICH'D DELAFIELD,
Captain of Engineers.

Received, February 28th, 1829, from Capt. Richard Delafield, fifty-six dollars twelve cents, in full of the above account.
Signed duplicates. T. S. TWISS,
$56 12.] *Lieut. U. S. Engineers.*

No. 7.

The United States, Eng. Dep't, to Lt. H. H. Gird, *Dr.*

1829.
June 17. For his services in taking charge of, receiving, issuing, and responsibility of, the subsistence stores at Fort Jackson, from 7th May to 16th June, both inclusive, at $20 per month—25 days in May, $16 12
16 days in June, 10 66
——— $26 78

I certify that the services charged in this account were rendered, necessary for, and applicable to the works of Fort Jackson, being for the preservation and proper accountability of subsistence stores procured for persons employed at said fort.

RICH'D DELAFIELD,
Captain of Engineers.

Received, June 17th, 1829, of Captain Richard Delafield, U. S. engineer corps, twenty-six dollars and seventy-eight cents, in full of the above account.

Signed duplicates.

H. H. GIRD,
2d Lieut. 2d Artillery.

No. 48.

The United States, Eng. Dep't, to Geo. W. Long, Lt. Asst. Eng., Dr.

1830.

For transportation of baggage from Fort Jackson to New Orleans, on 20th, and returning on 25th December, 1829, at 10 cents per mile, 150 miles - - - - - - $15 00

The same on 20th and 23d of January, 1830 - - 15 00

30 00

I certify, on honor, that I performed the journeys above charged on duty for the engineer service of Fort Jackson, in the absence of Captain Delafield, the commanding officer and superintendent of the works; and that I have not received transportation or money in lieu thereof.

GEO. W. LONG,
Lieut. Col. U. S. Engineers.

Received, Fort Jackson, March 30th, 1830, of Capt. R. Delafield, U. S. engineer corps, thirty dollars and — cents, in full of the above account.

Signed duplicates.

GEO. W. LONG,
Lieut. Asst. Eng.

I certify that the transportation charged in this account was performed, necessary for, and applicable to the service of Fort Jackson.

RICH'D DELAFIELD,
Captain of Engineers.

No. 27.

The United States to Lieut. Geo. W. Long, *Dr.*

1830.

May 13. For his services in taking charge of, receiving, issuing, and accountability of all the subsistence stores received and purchased for the people at Fort Jackson, from 17th December, 1829, to 23d April, 1830, at 20 dollars per month—

Dec. 15, 15 days - - -	$9 67
Jan. 31, or 1 month - - -	20 00
Feb. 28, or 1 month - - -	20 00
March 31, same - - -	20 00
April, 23 days - - - -	15 00
	85 00

I certify that the services charged in the within account were rendered, received, necessary for, and applicable to the construction of Fort Jackson, being for the purposes set forth therein.

RICH'D DELAFIELD,
Captain of Engineers.

Received, May 13th, 1830, from Capt. Richard Delafield, of the U. S. Corps of Engineers, the sum of eighty-five dollars cents, in full of the above account.

Signed duplicates. GEO. W. LONG,
$85.] *Lieut. U. S. Artillery.*

No. 29.

The United States to Lieut. George W. Long, *Dr.*

1831. For his services in receiving, taking charge of, issuing, and responsibility for, subsistence stores at Fort Jackson, from the 5th of June, 1830, to the 20th of May, 1831, 11½ months, at $20 per month - - - - $230

I certify that the services charged in the within account were rendered, received, necessary for, and applicable to the construction of Fort Jackson, being for purposes set forth in the account.

RICH'D DELAFIELD,
Captain of Engineers.

Received, Fort Jackson, May 20th, 1831, from Captain Richard Delafield, of the U. S. Corps of Engineers, the sum of two hundred and thirty dollars and cents, in full of the above account.

Signed duplicates. GEO. W. LONG,
Lieut. U. S. A.

Pursuant to the act of Congress of March 3d, 1817, entitled "An act to provide for the prompt settlement of public accounts," I, Peter Hagner, Third Auditor of the Treasury Department, do hereby certify, that the foregoing are true copies of the originals on the files of this office.

PETER HAGNER, *Auditor.*

TREASURY DEPARTMENT,
Third Auditor's Office, December 6th, 1841.

Be it remembered, that Peter Hagner, esquire, who certified the foregoing copies, is now, and was at the time of doing so, Third Auditor of the Treasury of the United States, and that full faith and credit are due to his official attestations.

In testimony whereof, I, Walter Forward, Secretary of the Treasury of the United States, have hereunto subscribed my name and caused to be affixed the seal of this department at the city of Washington, this sixth day of December, in the year of our Lord one thousand eight hundred and forty-one.

[L. S.]

W. FORWARD,
Secretary of the Treasury.

Statement of differences on settlement of Capt. Richard Delafield's accounts, 19th August, 1837.

Due U. States, per official statements, on account of Fort Jackson		$653 32
	Survey, &c. at the mouth of the Mississippi	55 99
	Cumberland Road, east of the Ohio,	1,375 58
	Do in Virginia,	518 25
	Harbors of Newcastle, Marcus Hook, &c.	223 79
	Fort Delaware	789 07
		$3,616 00
His accounts being balanced, the difference is thus accounted for, viz:		
	Abstract for Fort Jackson 3d qr. 1835.	
Vo. 6	J. Rice, for medical services to Lieut. Brewerton, not allowed by Secr'y of War (No. 1)	$50 00
	Abstract for 1st qr. 1830.	
" 10	Capt. Richard Delafield, for per diem allowance while on the survey of the passes of the Mississippi, from 26th April to 30th September, 1829, not admissible without the sanction of the Secretary of War. Quarters having been provided and paid for by the Quartermaster at New Orleans during the period charged for (No. 2.)	56 00
	Abstract for 1st qr., 1831.	
" 40	Capt. Delafield, for pay, &c. as commissary, disallowed, no authority for the charge (No. 3)	603 31
	This sum charged as a commission of 2½ per cent. on $1,447 $\frac{55}{100}$, disbursed on acc. of the harbors of Newcastle, Marcus Hook, &c, to 2d quarter, 1833, not admissible, being allowed a per diem of $2 for the same period, at Fort Delaware (No. 4)	36 18
	Carried over,	$745 49

STATEMENT—Continued.

	Brought over,	$745 49
	Abstract for Cumberland Road, east of the Ohio, for 2d qr. 1833.	
Vo. 261	Over addition of Wm. Hatfield's acc. (No. 5)	10
" 310	Capt. Delafield, for per diem allowance from 1st April to 30th June, 1833, not allowed, he having received a credit for the same allowance for the same period at Fort Delaware (No. 6) - - - - -	182 00
	Abstract for the Cumberland Road in Va., for the 2d qr. 1833.	
" 37	Capt. Delafield, for per diem allowance from 26th April to 30th June, 1833, not allowed, having received a credit for the same allowance for the same time in his account for Fort Delaware (No. 7) - - -	130 00
	Abstract for Cumberland Road, east of Ohio, for 3d qr. 1833.	
Vo. 25	Overpaid Wm. Ryan, No. 70, for horse, cart, and driver, for 5½ days *a* $\frac{80}{100}$, extended $8 25, instead of $4 40, over (No. 8) -	3 85
" 196	Do L. & R. Lownds, for steel (No. 9) -	06
	Abstract for Cumberland Road, in Va., for 3d qr. 1833.	
" 28	Capt. Delafield, for per diem allowance from 1st July to 30th September, 1833, *a* $2, not allowed, he having received a credit in his acc. for Cumberland Road, east of the Ohio, for the same allowance for the same time (No. 10) - - - - -	184 00
	Abstract for Cumberland Road, in Va., for 3d quarter, 1833.	
" 30	Overpaid Wm. Chapman, for 34½ days *a* 50 c., extended 34 25, instead of 17 25, over (No. 11) - - - - - -	17 00
	Abstract for 4th qr. 1833.	
" 15	Overpaid E. Thornburg, for 10 days *a* $1 25, extended $15, instead of $12 50, over (No. 12) - - - - - -	2 50
" 22	Do. D. Lowderwater, for 28 days *a* $1 50, extended $42 75, instead of $42, over (No. 13) - - - - - -	75
	Carried over,	$1,265 75

STATEMENT—Continued.

	Brought over,		$1,265 75
Vo. 25	Capt. Delafield, for per diem allowance from 1st Oct. to 31 Dec., 1833, *a* $2, not allowed, he having charged, and been credited, in his account for the Cumberland Road, east of the Ohio, for the same allowance for the same time (No. 14) - - - -		184 00
	Abstract for Fort Delaware for 3d qr. 1833.		
" 55	Capt. Delafield, for per diem allowance from 1st July to 30th September, 1833, not allowed for the reasons before stated (No. 15)		184 00
	Abstract for 4th qr. 1833.		
" 41	Capt. Delafield, for per diem allowance from 1st October to 31st December, 1833, disallowed for reasons above stated (No. 16) -		184 00
	Abstract for 1st qr. 1834.		
" 23	Capt. Delafield, for per diem allowance from 1st January to 31st March, 1834, disallowed for reasons before stated (No. 17) - -		180 00
	Abstract for harbors of Newcastle, Marcus Hook, &c., 1st qr. 1834.		
	This sum, charged for commission of 2½ per cent. on the amount disbursed on those accounts, not allowed, he having received a credit for a per diem allowance for disbursing according to regulations, viz: (No. 18)		
	In 1st quarter, 1833 $12 98		
	4th quarter, 1833 122 71		
	1st quarter, 1834 41 42		
			183 41
	Abstract for Cumberland Road in Va. for 2d and 3d qrs. 1834.		
" 67	Overpaid Nath'l Brownfield, for 28⅔ weeks' board *a* $1 50, extended 43 53, instead of $43, over (No. 19) - - - -		53
	Abstract for Cumberland Road, east of the Ohio, for 4th qr. 1834.		
" 373	Capt. Delafield's acc. for trans. *a* 12 cents per mile, being an overcharge of 3 cents per mile (No. 20) - - - -		12 69
	Abstract for 1st qr. 1835.		
" 227	Capt. Delafield's acc. for per diem allowance for disbursing on acc. of the Cumberland Road east of Ohio, from 11 Nov. 1832, to 3 March, 1835, 842 days *a* $2 -	$1,684 00	
	Carried over,	$1,684 00	2,194 38

STATEMENT—Continued.

	Brought over,	$1,684 00	2,194 38
	Ditto, on Cumberland Road in Va. from 26th April, 1833, to 31st December, 1833, 249 days	498 00	
	Ditto, on acc. Fort Delaware from 5th April, 1833, to 3d March, 1835, 697 days, *a* $2 -	1,394 00	
	Ditto, on acc. harbors of Newcastle, Marcus Hook, &c. from 5th April, 1833, to 3d March, 1835, 697 days, *a* $2 - -	1,394 00	
	Cr. by am't charged in accounts rendered, and before allowed,	4,970 00	
	and suspended - -	2,997 59	
	Error of $6, see below, (No. 2) -	$1,978 41	
	On this acc. a per diem of $2 from 1st January, 1834, to 2d March, 1835, 426 days, has been passed to his credit on account of the Cumberland Road east of Ohio (No. 22) - - -	852 00	
	Deducted,	$1,126 41	
	He having been previously allowed the same to 31st December, 1833, being the full amount authorized by the Regulations for disbursing. (No. 23.)		
	Also deduct $6 for error in his acc. as above (No. 24) -	6 00	
			1,132 41
	The charge for the 3*d day* of March, 1835, also deducted, the law prohibiting the allowance being signed, and taking effect on that day. (No. 25.)		
Vo. 214	Capt. Delafield, for transportation of baggage, overcharge of 3 cents per mile (No. 26) -		12 69
	Abstract for 2d qr. 1835.		
" 17	Overpaid 63 cents for 24 perches extra metal, *a* $1 12½, extended 27 63, instead of $27, over (No. 27) - - - - - -		63
	Carried over,		$3,340 11

STATEMENT—Continued.

	Brought over,	$3,340 11
Vo. 63	Capt. Delafield's account for transportation of baggage, overcharge of 3 cents per mile (No. 28) - - - - - -	16 47
	This sum overcharged on his transportation account in previous quarter, of 3 cents per mile (No. 29) - - - -	14 16
	Not allowed, subsequent to 1st July, 1834, on which day the regulation of the War Department, reducing the allowance to 9 cents per mile, took effect.	
	Abstract for Fort Delaware for 4th qr. 1834.	
" 13	Overpaid $1 to Hugh Conner, being an error in deducting for 19¼ days' board at 25 cts. (No. 30) - - - - - -	1
" 29	Capt. Delafield's acc. for per diem allowance for disbursing, from 1st October to 31st December, 1834, not allowed, he having been allowed for the same time on acc. Cumberland Road in Ohio, being the full amount authorized by the regulations (No. 31) -	184 00
	Overcharge of 3 cents per mile for transportation of baggage (No. 32) - - -	32 79
	Abstract for 2d qr. 1835.	
" 27	Capt. Delafield's acc. for transportation of baggage, overcharge of 3 cents per mile (No. 33) - - - - - -	23 28
	Abstract for harbors of Newcastle, Marcus Hook, &c. for 2d qr. 1835.	
" 4	Capt. Delafield's acc. for transportation of baggage, overcharge of 3 cents per mile (No. 34)	4 20
	Amount of differences,	$3,616 01

UNITED STATES vs. Major RICH'D DELAFIELD. } Pending before the district court of the southern district of New York, between the parties aforesaid.

William B. Lewis, esq., appeared before me in said cause on the part of the defendant, and having been duly cautioned, and sworn, and carefully examined, testified as follows, to wit:

In answer to the following interrogatories:

1st. What office do you now hold under the Government of the United States; and what offices have you held, connected with the Treasury Department, for the last eleven years?

2d. Did you, or did you not, give a deposition in the case of the United States against Charles Gratiot, late Chief Engineer? If you answer in the affirmative, please examine the case made in said cause, and printed as No. 40, and submitted to the Supreme Court of the United States, from pages 119 to 274 inclusive; and say, if your deposition is not there correctly set forth, and whether what appears in said pages as your deposition is not true as there stated.

The deponent declares, that he now holds, and has held for the last eleven years, the office of Second Auditor of the Treasury Department of the United States; and that it is the only office he has held in connexion with the Treasury Department during the above period.

The deponent further replies, and in answer to the second interrogatory, that he did give the deposition in the case of the United States against General Charles Gratiot, late Chief Engineer, as referred to in the second interrogatory, and having examined the same, declares that his deposition as set forth therein is substantially correct and true.

W. B. LEWIS.

Filed, 4th Jannary, 1843.

P. Hagner's deposition

Interrogatories propounded, on the part of the defendant, to Peter Hagner, esq., 3d Auditor, in a certain suit now pending between the United States as plaintiffs, and Charles Gratiot as defendant, in the circuit court of the United States, at St. Louis, in the State of Missouri.

1. "What office do you fill under the Government of the United States; what are your duties under said office, and how long have you held the same?"

To the above interrogatory the deponent, Peter Hagner, answers, that he was appointed 3d Auditor of the Treasury in March, 1817; his duties are prescribed in the 4th section of the act of the 3d March, 1817, in the following words: "That it shall be the duty of the third Auditor to receive all accounts relative to the subsistence of the army, the quarter master's department, and generally all accounts of the War Department, other than those provided for." Among the latter are those for fortifications and internal improvements. He has held the said office ever since his appointment as above stated.

2. "State when the officers of the corps of engineers were first required to make disbursements for the Government, and for what purposes; and state what compensation was allowed for said service at different times, either in the form of a per diem or per centage, and to whom the same was allowed, when allowed, for what allowed, how allowed, and to what amount, in each case in which allowances have been so made, and produce the rules or regulations on the subject so making said allowances."

To the above interrogatory the deponent, Peter Hagner, answers: The first provision on the subject of the above interrogatory is contained in a regulation of the Secretary of War, in the following words: "Until it is otherwise directed, lieutenants of the corps of engineers shall be allowed for moneys expended in the construction of fortifications, at the rate of $1 50 per day, captains at the rate of $2, majors at the rate of $2 50, and all officers of superior grade at the rate of $3 per day."

(Signed) WM. H. CRAWFORD.

March 6th, 1816.

The following are some of the names of the officers of the engineer corps, as furnished by Gen. Gratiot, who have received allowances under the above regulations:

Lt. John L. Smith, as disbursing agent on account of fortifications at Fort Niagara, from the 22d January, 1817, to the 31st May, 1818, at $1 50 per diem - - - - - - $742 50

Br. Lt. Col. Joseph G. Totten, at Brenton's Point, between the 28th March, 1817, and 27th April, 1819, at $3 per day - - - - - - 2,178 00

Major Charles G[illegible], at Green Bay, from the 14th March, 1817, to the 1st December, 1817, at $2 50 per day - - - - - - - -	$732 50
Brig'r Gen. Joseph G. Swift, at Hendrick's Reef, from the 1st October, 1817, to 30th June, 1818, at $3 per day - - - - - - - -	819 00
Lieut. Col. Walker K. Armistead, at Fort Washington, from 1st October, 1817, to 30th June, 1819, at $3 per day - - - - - - - -	1,914 00
Lieut. William H. Chase, at Fort Niagara, from 1st June, 1818, to 18th November, 1818, at $1 50 per day	256 50

The next regulation will be found in the book of "general regulations for the army" in 1821, in 14th paragraph of the 67th article, in the following words: "Where there is no agent for fortifications, the superintending officers shall perform the duties of agent, and while performing such duties, the rules and regulations for the government of the agents shall be applicable to him; and as compensation for the performance of that extra duty, he will be allowed, for moneys expended by him in the construction of fortifications, at the rate of two dollars per diem, during the continuance of such disbursements, provided the whole amount of emolument shall not exceed two and a half per cent. on the sum expended."

The next regulation, and the last, will be found in the book of general regulations for the army in 1825, as follows:

Paragraph 893, Article 67—"The engineer superintending the construction of a fortification will disburse the moneys applied to the same, and as a compensation for the performance of that extra duty, will be allowed at the rate of two dollars per diem, during the continuance of such disbursements, provided the whole amount of emoluments shall not exceed two and a half per cent. on the sum disbursed."

The following are some of the names of the officers of the engineer corps, who have received allowances under the above regulations of 1821 and 1825:

Lt. John L. Smith, for disbursing at Fort Macon, North Carolina, from 8th August, 1827, to the 1st April, 1833, at $2 per diem - - - - -	$3,528 00
Same, at the different fortifications in the harbor of New York, from 27th April, 1833, to the 3d of March, 1835, at $2 per diem for the whole - - -	1,352 00
Br. Lt. Col. Joseph G. Totten, for disbursing at Brenton's Point, from the 12th of May to the 11th June, 1823, at $2 per day - - - - - -	62 00
Same, for commissions of 2½ per cent., being less than two dollars per day, during the 3d quarter 1823 -	68 52
Same, at Fort Adams, from the 1st April, 1825, to 2d March, 1835, at two dollars per diem - - -	7,242 00

Lt. Col. Charles Gratiot, for disbursing at [illegible] Point Comfort, from the 13th November, 1821, to the 30th Sept., 1829, at $2 per day - - - - - $5,764 00

Capt. William H. Chase, for disbursing at the various works on the Gulf of Mexico, &c., from 1st October, 1822, to 30th June, 1828, and from the 1st January, 1829, to the 31st December, 1834, at two dollars per day for the whole - - - - - - - 8,578 00

Same, for commission of 2½ per cent., being less than two dollars per day, in the 3d and 4th quarters of 1828, at the same works - - - - - - 202 62

3d. State what was the allowance as a compensation made to the members of the board of engineers, organized in 1816–17, in addition to their pay, &c., while on that service, and to whom, and what station or office the said persons filled; produce the regulations making said allowance.

To the above interrogatory the deponent, Peter Hagner, answers: The allowance to the officers of the board of engineers was not made as a compensation in addition to their pay, &c., but in lieu of fuel, quarters, transportation, and the per diem allowance for reconnoitring, while engaged in the duties assigned the board, as appears by the regulation of the War Department, an extract of which, so far as the same relates to the subject, is as follows:

"DEPT. WAR, *May 12th*, 1818.

"The officers who compose the board of engineers will be allowed $4 50 a day, in lieu of fuel, quarters, transportation, and the per diem allowance for reconnoitring, while engaged in the duties assigned the board.

Signed, J. C. CALHOUN."

The officers to whom allowances *was* made were the following, viz: Brig. Gen. Bernard, assistant engineer; Capt. Joseph G. Totten, with the rank of brevet lt. col.; Capt. R. E. De Russey, brevet.

4th. State the amount allowed to Capt. A. Talcott, of the United States corps of engineers, as a compensation for determining certain geographical points in the northern boundary of the State of Ohio, and also on account of disbursements made at Forts Monroe and Calhoun, and at what period, and for what period of time the said allowances were so made, and whether the same were allowed as a per centage, or how allowed.

To the above interrogatory, the deponent, Peter Hagner, answers: The amount allowed to Capt. A. Talcott, of the U. S. corps of engineers, as principal astronomer, was $9,240 00, being at the rate of ten dollars per day for 924 days, within the period commencing the 1st January, 1833, and ending 9th May, 1836, and was allowed on the estimate of Capt. Talcott, recommended by Gen. Gratiot,

chief engineer, on the 27th April, 1833, and approved by the Secretary of War, and in pursuance of the acts 2d March, 1833, and of the act 9th May, 1836.

Capt. Talcott was allowed for disbursing, at Forts Monroe and Calhoun, two dollars per diem, (being less than 2½ per cent. on the amount disbursed,) from 1st October, 1829, to 31st August, 1834, in pursuance of the 67th article, 893 paragraph of the army regulations of 1825, $3,592 00.

5th. State the compensation, by way of per centage, allowed to Capt. Richard Delafield, of the United States corps of engineers, for disbursements made by him for Fort Jackson, and for a survey at the mouth of the Mississippi, during the months of May, June, July, and August, 1829, or at any time; and whether or not said compensation was made upon each of said works or services, and whether by way of per centage, or how; and attach to your said statement the vouchers, abstracts, statements of differences, and correspondence, touching the said allowances, or copies, &c.

To the above interrogatory, the deponent, Peter Hagner, answers: In the present investigation of the accounts of Capt. Delafield, to which this interrogatory has led, he finds that he received a credit for $1,766, the amount of the allowance of $2 per day, to which he was entitled, agreeably to regulations for disbursing at Fort Jackson, from the 1st of April, 1829, to the 31st August, 1831. He also finds that on the settlement of a distinct account of Capt. Delafield's, for disbursements in the 3d quarter of 1829, in relation to a survey at the passes at the mouth of the Mississippi river, with the view to improvement in the navigation, and building a light-house and buoys, he received a credit for $8 23, for commission of 2½ per cent. on those disbursements. This latter account is shown to have been examined and approved by Gen. Gratiot, chief engineer, and to have been transmitted from his office to this, at a period of eight months before the transmission of Capt. Delafield's engineer accounts, in which the per diem for disbursing at Fort Jackson, embracing the same period, is charged; and to this circumstance the passing of the trivial sum last mentioned to his credit is believed to be ascribable, resulting from oversight or forgetfulness Copies of the accounts current and statement of differences, and of the voucher for $56, referred to in the statement of differences as disallowed and afterwards admitted, are hereto annexed. There does not appear, by the letter books of this office, to have been any correspondence in which the subject of the above allowance is treated of or mentioned.

6th. State what per centage or allowance was made to Lieutenant Stephen Tuttle, of the corps of engineers, on account of certain public works in the Delaware, and for what period of time the same was allowed; and, in your statement, produce the voucher, &c., and the decision of the Secretary of War at the time (Eaton) on his case, or copies thereof, properly certified, if the originals be refused.

To the above interrogatory, the deponent, Peter Hagner, answers: Lieut. Tuttle, in the settlement of his accounts, was allowed, by the decision of the Secretary of War, (Eaton,) a commission of 2½ per cent. on his disbursements from the 1st July, 1829, to the 3d May, 1831, on the several works in the Delaware, excepting that for building piers at Newcastle, for which he was allowed a per diem of two dollars for disbursing in the months of July, August, and December, 1829, and March, 1830. Copies of the vouchers and decision of the Secretary of War, are attached hereto. See copy of the statement of differences, with the Secretary's decision thereon, marked A.

7th. State what compensation has been allowed to officers of the army doing duty in the engineer department, when in superintendence of a public work; and whether the same was paid in the nature and form of a per diem, or as a per centage; and the period of time for which the said allowances were severally made; and the names of the officers who received said allowances, or a few cases.

To the above interrogatory, the deponent, Peter Hagner, answers: Capt. Henry Smith, of the infantry, received a commission of 2½ per cent. on disbursements in the 2d, 3d, and 4th quarters of 1833, and the 1st, 2d, 3d, and 4th quarters of 1834, and to the 3d of March, 1835, when the law of that date forbid the allowance of any extra compensation—amounting to $1,034 23, being less than two dollars per diem. Lieut. R. C. Mead, of the artillery, received a commission of 2½ per cent. for disbursements in the 2d, 3d, and 4th quarters of 1833, and 1st, 2d, 3d, and 4th quarters of 1834; and to the 3d of March, 1835, amounting to $351 21; being less than two dollars per day. Lieut. F. L. Dancey received a commission of 2½ per cent. on disbursements in the 3d quarter of 1834, amounting to $9 61; being less than two dollars per diem.

8th. State some of the cases within your knowledge, and which the files in your office will enable you to do, in which officers, whether in the civil, military, naval, or other service of the United States, have been allowed a compensation for services admitted to be extra official, and distinct from the line of the duties of said officer or officers, or other persons.

To the above interrogatory, the deponent, Peter Hagner, answers: In addition to the answers to the foregoing interrogatories, touching the same subject, it is found in the accounts of Col. Walker K. Armistead, for disbursements at Fort Washington, that Lieut. Theodore W. Maurice was allowed, by authority of the Secretary of War, of the 11th April, 1817, a compensation of one dollar per day for services in keeping and rendering the accounts of Colonel Armistead from 1st January, 1818, to 30th June, 1819—546 days, amounting to $546. And in the accounts of Gen. Gratiot, for disbursements at Old Point Comfort, he paid to Lieut. William A. Eleason a per diem of one dollar, which was allowed by the Secretary of War, for superintending the convicts at hard labor at Fort-

ress Monroe, in the months of April, May, June, July, and August, 1822, amounting to $128. To Capt. Andrew Talcott, for the same service, from the 1st to the 7th June, 1822, $7; and to Capt. N. G. Dana, for the same services, from 1st January to 31st December, 1827, $219.

9th. State the allowances made, either in the form of a per centage, or otherwise allowed, as a compensation to some of the special agents, both civil and military, who were appointed for the purpose of making disbursements for the public works under the immediate superintendence of the engineer corps, subsequent to the creation of the said corps of engineers in 1802, and for the periods that the officers of the said corps were not required to make said disbursements; and, in said statement, show the amount of per centage or other sum allowed to each of said agents for said services.

To the above interrogatory, the deponent, Peter Hagner, answers: To Samuel Cooper, civil agent of fortifications at New York, there was allowed, by the Secretary of War, a commission of one per ct. not to exceed $2,000 per annum, commencing in the 3d quarter of 1818, and ending in the 3d quarter of 1821—the sum of $2,789 63. To James Maurice, agent at Old Point Comfort, there was allowed a like per centage, provided it did not exceed 2,000 per annum, in 1818, 1819, 1820, and the 1st, 2d, and 3d quarters of 1821—the sum of $5,714 21. To Capt. Richard Wiley, agent at New York, there was allowed, by the Secretary of War, a commission of one per cent. from 7th June, 1806, to 31st December, 1808—the sum of $5,147 63; and for the years 1809 and 1810, one per cent., provided it did not exceed $2,000 per annum—the sum of $4,000.

The accounts and statements referred to in the foregoing deposition, and attached thereto, are as follows, to wit:

Dr. The United States, in account with Capt. Richard Delafield, of the corps of engineers, for expenditures on the survey of the passes at the mouth of the Mississippi river:

Date. 1829.				
Nov. 6. To amount of abstract of disbursements - - -	$403 18		By amount of a Treasury draft, received from the cashier of the Branch Bank of the U. S. at New Orleans - - -	$500 00
Commission on amount disbursed, 2½ per cent. (v. Army Reg. par. 893, art. 67) - -	10 08			
Balance due the U. S., carried to new acc't	86 74			
	$500 00			

E.E. RICH. DELAFIELD,
Corps of Engineers.

November 6th, 1829.

Statement of differences on settlement of Capt. Richard Delafield's accounts, for surveys at the mouth of the Mississippi river, in the 3d quarter of 1829.

Due the U. States, per official statement - -	$144 59
Per his account current - - - -	86 74
Difference - -	$57 85

Accounted for, as follows:

Vo. 10. Capt. Delafield, for per diem allowance suspended, because the certificate to the account is not in conformity with form No. 15, referred to in the 917th par. of the Army Regulations - - -	$56 00
The charge for a commission of 2½ per cent. thereon, as also on Vo. 8, for his transportation account, $18—not admissible - - - - - -	1 85
Amount of difference - -	$57 85

1829. The United States, to Capt. Richard Delafield, Dr., for survey of the passes at the mouth of the Mississippi, 56 days, at $1 00 per day, from 26th April to 30th Sept., $56 00.

September 30, 1829. Received from the U. S., and from the appropriation for survey of the passes of the Mississippi, the sum of fifty-six dollars, in full of the above account.

Signed duplicates. RICHARD DELAFIELD,
Captain of Engineers.

I certify that the services charged in this account were rendered, necessary for, and applied to making the survey of the passes of the Mississippi.

RICHARD DELAFIELD,
Capt. of Engineers.

I certify, on honor, that I was employed in the manner, and during the time specified, and that I have not received transportation, and quarters or allowance for either, for any of the time for which the per diem allowance charged in the within account. It must, however, be distinctly understood, in relation to this certificate, that the quartermaster in New Orleans rents quarters by the month, and did pay for a room for me in that city during months, the fractional parts of which I was on duty, at the mouth of the Mississippi. The quarters were retained for me during those days, contained my fixtures, &c., and according to the usages of rent, in that place, could not be given up from day to day. In the certificate attached to his accounts, I have stated that the quarters paid for by him were occupied by me, as from the nature of my other duties I could

not attend to this survey all at one time. It was necessary, therefore, to give attention to it from time to time. In no case, however, did I receive any allowance for the quarters.

RICHARD DELAFIELD,
Capt. of Engineers.

Endorsed. As quarters were hired, and paid for by the United States for Captain Delafield, during the whole of the period, and were in his possession, it is not possible to allow this claim.

L. C.

No. 10. Captain Delafield was ordered to make a survey of the passes of the Mississippi river, with a view to the construction [of] light-houses, buoys, and improvement to the navigation. At the same time was required to superintend the construction of Fort Jackson; to execute the latter duties, it was necessary that he should have quarters in the city of New Orleans, where the quartermaster furnished a room for which he paid a monthly rent, according to the usage of the place. This room was occupied in person occasionally, as the service of Fort Jackson made Captain D.'s presence necessary in that city, during the months of April, May, June, July, August, and September, 56 days of which time Captain D. passed in the swamps at the outlets of the Mississippi, living in open boats, and at the pilots' and fishermen's huts. The charge now made is to cover the expense of quarters when engaged on this survey.

RICHARD DELAFIELD,
Capt. of Engineers.

Endorsed: Allowed. J. R. P.

Statement A, referred to in deposition, is as follows:

Statement of differences on settlement of Lieut. S. Tuttle's accounts for 3d and 4th quarters of 1829. 1st, 2d, 3d, and 4th quarters of 1830, and 1st quarter of 1831:

Due United States, per official statement, on account of		
Repairs of Fort Delaware - - -		$94 59
Wharf at do do - - -		14 95
Piers at Newcastle - - -		40 72
Piers at Marcus Hook - - -		292 49
Security of the Pea Patch, &c. - -		313 20
		755 95
Due him on account of contingencies of fortifications - - - - - -	95 00	
Improving the harbor of Newcastle, &c. -	226 27	
		321 27
		$434 68

His account current being balanced, the difference in this accounted for, viz:

Abstract for 4th qr. 1830, for the security of the Pea Patch, &c.

Rec't. Roll, No. 4, deduct for Sam'l Davis, who has not signed the receipt - - - - -	$1 80
Vo. 9. Overpaid E. Williams - - - -	50
Vo. 17. Overpaid Jones & Sander - - -	10 00
Vo. 10. Overpaid Thomas Smiley - - -	10
Abstract for 1st qr. 1831. Vo. 10, overcharged - -	2

The following sums, charged by him for compensation for disbursing, deducted, and in lieu of which, a per diem of $2 is passed to his credit, agreeably to regulations, viz:

Vo. 51. This sum, charged for commission of 2½ per cent. on $7,808 78, disbursed on account of repairs of Fort Delaware in 4th qr. 1829, and 1st qr. 1830 - -		$245 22
Vo. 50. for do. on account wharf at Fort Delaware -		48 78
Vo. 8. for do. on account piers at Marcus Hook, from 1st July, 1829, to 31st March, 1830 - - -		117 95
Vo. 6. for do. on account do same period - -		32 30
Vo. 10. for do. on account for repairing piers at Newcastle, from 1st July, 1829, to 31st March, 1830 - -		73 11
Vo. 7. for per diem allowance on account for building new piers at Newcastle, in the months of July, August, and Dec. 1829, and March, 1830; 124 days at $2 -		248 00
Vo. 52. Lt. Tuttle, for commission of 2½ per cent. on disbursements in 4th qr. 1829, and 1st qr. 1830, on account of contingencies of fortifications - - -		88 34
Vo. 8. Same for do. in disbursements from 1st April to 31st December, 1830, on account of the improvement of the harbor of Newcastle, Marcus Hook, &c. -		141 73
Vo. 7. Same for do. in 1st qr. 1831 - - -		13 58
Vo. 22. Same for per diem allowance from 1st June to 31st December, 1830, 214 days, at $2, on account for securing the Pea Patch island, &c. - - -		428 00
Vo. 6. Same for commission of 2½ per cent. on disbursements on same account, from 3d June, 1830, to 3d May, 1831, amounting to - 649 54		
Deduct amount charged in 4th qr. 1830, see Vo. 22, above - - - - - 428 00		221 54
		$1,658 55
He also charged in his previous account, a per diem allowance from 1st August to 30th September, 1829 -		122 00
		$1,780 55

In lieu of which, he is allowed a per diem, from 25th June, 1829, to 3d May, 1831, 678 days at $2 -	1,356 00
Difference deducted - - - - -	424 55
	$436 97
Deduct this sum, credited by him in his account for 1st quarter 1830, a difference between 2½ per cent. and $2 per day, on Vo. disbursing in 3d quarter, 1829 -	2 29
Amount of difference - - - -	$434 68

The distant and detached positions which Lt. Tuttle had to superintend, necessarily must have subjected him to greater expense than if he had been in the superintendence of a single fortification. His services uniformily were personal at each point. The claim of 2½ per cent. is therefore allowed on the disallowance herein stated.

J. H. EATON.

26*th May*, 1831.

(Copy.)

The United States to Lieut. S. Tuttle, Dr., March 31st, 1830; for compensation for disbursing four thousand seven hundred and eighteen dollars and three cents, on account repairs of piers at Marcus Hook, and removal of obstructions from the harbor thereof, from July 1, 1829, to March 31, 1830. Commission, 2½ per cent. on $4,718 03, $117 95: $117 95.

I certify that the above account is correct and just; that the articles therein specified have been received; that the workmanship therein charged has been executed; that the services therein charged have been rendered, and that they were necessary for, and have been applied to repairs of the piers at Marcus Hook, and removal of obstructions from the harbor thereof.

S. TUTTLE, *Lt. U. S. Corps of Engs.*

$117 95.

Newcastle, March 31, 1830. Received from Lieut. S. Tuttle, U. S. Corps of Engineers, one hundred and seventeen dollars ninety-five cents, in full for the above account.

Signed duplicates.

S. TUTTLE,
Lt. U. S. Corps of Engs.

(Copy.)

The United States to Lieut. S. Tuttle, Dr., March 31, 1830, for compensation for disbursing two thousand nine hundred and twenty-four dollars and twenty-eight cents, on account of repairing old piers at Newcastle, and deepening the water around them, from July 1, 1829, to March 31, 1830. Commission, 2½ per cent. on $2,924 28, $73 11: $73 11.

I certify that the above account is correct and just; that the articles therein specified have been received; that the workmanship therein charged has been executed; that the services therein charged have been rendered, and that they were necessary for, and have been applied to, the repairs of old piers at Newcastle, and deepening the water around them.

S. TUTTLE,
Lt. U. S. Corps of Engs.

$73 11.

Newcastle, March 31, 1830. Received from Lieut. S. Tuttle, United States Corps of Engineers, seventy-three dollars and eleven cents, in full for the above account.

Signed duplicates.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

(Copy.)

The United States to Lieut. S. Tuttle, Dr., March 31, 1830, for compensation for disbursing three thousand five hundred and thirty-three dollars and seventy cents, during the quarter ending December 31, 1829, and March 31, 1830, from the appropriations for repairs and contingencies of fortifications, on account of repairs at Fort Delaware. Commission, 2½ per cent. on $3,533 70, $88 34: $88 34.

I certify that the above account is correct and just; that the materials therein charged have been received; that the services therein specified have been duly rendered; that the workmanship therein charged has been duly executed; that they were necessary and have been applied to repairs at Fort Delaware, on account of repairs and contingencies of fortifications.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

$88 34.

Newcastle, March 31, 1830. Received from Lieut. S. Tuttle, U. S. Corps of Engineers, agent for disbursements, eighty-eight dollars and thirty-four cents, in full of the above account.

Signed duplicates.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

(Copy.)

The United States to Lieut. S. Tuttle, Dr., May 3, 1831, for compensation for disbursing twenty-five thousand nine hundred and eighty-one dollars and fifty-five cents, on account of the appropriation for the security of the Pea Patch island, the construction of a water-tank at, and gravelling the parade of Fort Delaware, from June 3d, 1830, to May 3d, 1831. $25,981 55, at 2½ per cent. - - - - - - $649 54

Deduct amount charged in account current for the 4th quarter of 1830 - - - - - 428 00

$221 54

I certify that the above account is correct and just; that the materials therein charged have been received; that the services therein specified have been duly rendered; that the workmanship therein charged has been duly executed; and that they were necessary for, and have been applied to, the purposes therein specified.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

$221 54.

Fort Delaware, May 3d, 1831. Received from Lieut. S. Tuttle, U. S. Corps of Engineers, agent for disbursements, two hundred and twenty-one dollars and fifty-four cents, in full of the above account.

Signed duplicate.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

(Copy.)

The United States to Lieut. S. Tuttle, Dr., December 31, 1830, for compensation for disbursing public funds on account of the security of the Pea Patch island, of constructing a water-tank at, and of gravelling the parade of, Fort Delaware, from June 1st, 1830, to Dec. 31st, 1830, 214 days, at $2 per day, $428 00: $428 00.

I certify that the above account is correct and just; that the materials therein charged have been received; that the services therein specified have been rendered; that the workmanship therein charged has been duly executed; and that they were necessary for, and have been applied to, the purposes therein specified.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

$428 00.

Fort Delaware, January 1st, 1830. Received from Lieut. S. Tuttle, U. S. Corps of Engineers, agent for disbursements, four hundred and twenty-eight dollars, in full for the above account.

Signed duplicate.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

(Copy.)

The United States to Lieut. S. Tuttle, Dr., March 31st, 1830, for compensation for disbursing nine thousand eight hundred and eight dollars and seventy-eight cents, during the quarters ending December 31st, 1829, and March 31st, 1830, on account of repairs at Fort Delaware, from the appropriation for that purpose. Commission, 2½ per cent. on $9,808 78: $245 22: $245 22.

I certify that the above account is correct and just; that the materials therein charged have been received; that the services therein specified have been duly rendered; that the workmanship there-

in charged has been duly executed; and that they were necessary for, and have been applied to, repairs at Fort Delaware.

S. TUTTLE, *U. S. Corps of Engs.*

$245 22.

Newcastle, March 30, 1830. Received from Lieut. S. Tuttle, U. S. Corps of Engineers, agent for disbursements, two hundred and forty-five dollars and twenty-two cents.

Signed duplicate. S. TUTTLE, *U. S. Corps of Engs.*

(Copy.)

The United States to Lieut. S. Tuttle, Dr., 1830, for compensation for disbursing thirteen hundred and twelve dollars and fourteen cents, on account of repairs of piers at Marcus Hook, Fort Mifflin, and Port Penn, and improving the harbor of Marcus Hook, from July 1st, 1829, to March 31st, 1830. Commission, 2½ per cent. on $1,312 14: $32 30 - - - - - $32 30

I certify that the above account is correct and just; that the articles therein specified have been received; that the workmanship therein charged has been executed; that the services therein charged have been rendered; and that they were necessary for, and have been applied to, the repairs of piers at Marcus Hook, Fort Mifflin, and Port Penn, and to improving the harbor of Marcus Hook.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

$32 30.

Newcastle, March 31st, 1830. Received from Lieut. S. Tuttle, U. S. Corps of Engineers, thirty-two dollars and thirty cents, in full of the above account.

Signed duplicate. S. TUTTLE,
Lieut. U. S. Corps of Engs.

(Copy.)

The United States to Lieut. S. Tuttle, Dr., December 31, 1830, for compensation for disbursing five thousand six hundred and eighty-nine dollars and thirty-one cents, from April 1st, to December 31st, 1830, on account of the improvement of the harbors of Chester, Marcus Hook, Newcastle, and Port Penn, $5,669 31, at 2½ per cent., $141 73: $141 73.

I certify that the above account is correct and just; that the materials therein charged have been received; that the services therein specified have been duly rendered; that the workmanship therein charged has been duly executed; and that they were necessary for, and have been applied to, the purposes therein specified.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

$141 73.

Fort Delaware, December 31, 1830. Received from Lieut. S. Tuttle, U. S. Corps of Engineers, agent for disbursements, one hundred and forty-one dollars and seventy-three cents, in full of the above account.

Signed duplicate.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

(Copy.)

The United States to Lieut. S. Tuttle, Dr., April 30, 1831, for compensation for disbursing five hundred and forty-three dollars and twenty-five cents, from January 1st to April 23d, 1831, on account of the improvement of the harbors of Newcastle, Marcus Hook, Chester, and Port Penn, $543 25, at 2½ per cent., $13 58: $13 58.

I certify that the above account is correct and just; that the materials therein charged have been received; that the services therein specified have been duly rendered; that the workmanship therein charged has been duly executed; and that they were necessary for, and have been applied to, the purposes therein specified.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

$13 58.

Fort Delaware, May 9th, 1831. Received from Lieut. S. Tuttle, U. S. Corps of Engineers, agent for disbursements, thirteen dollars and fifty-eight cents, in full of the above account.

Signed duplicate.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

(Copy.)

The United States to Lieut. S. Tuttle, Dr., March 31, 1830, for compensation for disbursing one thousand nine hundred and fifty-one dollars and twenty-two cents, on account of building a wharf at Fort Delaware, (this being in part payment for re-constructing the upper eastern wharf at Fort Delaware, as per voucher No. 31, of general abstract.) Commission of 2½ per cent. on $1,951 22, $48 78: $48 78.

I certify that the above account is correct and just; that the materials therein charged have been received; that the services therein specified have been duly rendered; that the workmanship therein charged has been duly executed; and that they were necessary for, and have been applied to, the re-construction of the upper eastern wharf at Fort Delaware.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

$48 78.

Received from Lieut. S. Tuttle, U. S. Corps of Engineers, agent for disbursements, forty-eight dollars and seventy-eight cents, in full of the above account.

S. TUTTLE,
Lieut. U. S. Corps of Engs.

(Copy.)

The United States to Lieut. S. Tuttle, Dr., March 31, 1830, for compensation for disbursing seventeen thousand seven hundred and eighty-five dollars twelve cents, on account of building new piers at Newcastle, during the months of July, August, and December, 1829, and March, 1830, 124 days, at $2 per day, $248 00: $248 00.

I certify that the above account is correct and just; that the articles therein specified have been received; that the workmanship therein charged have been executed; that the services therein charged have been rendered; and that they were necessary for, and have been applied to, building new piers at Newcastle.

S. TUTTLE,
Lt. U. S. Corps of Engs.

$248 00.

Newcastle, March 31, 1830. Received from Lieutenant S. Tuttle, U. S. Corps of Engineers, two hundred and forty-eight dollars, in full of the above account.

Signed duplicate.

S. TUTTLE,
Lt. U. S. Corps of Engs.

Interrogatories on behalf United States.

Interrogatories propounded on the part of the United States to Peter Hagner, esq., 3d Auditor of the Treasury.

1st. Please state your occupation, time of service, and means of knowing the general usages of the War Department in settling accounts of army officers and other agents, and state those usages so far as they have relation to this suit.

In answer to the foregoing interrogatory, the deponent, Peter Hagner, states, that he was appointed book-keeper in the office of the accountant of the War Department in December, 1793, and in May, 1796, principal clerk; in which capacity he continued until he was appointed, under the act of the 29th April, 1816, additional accountant of the War Department, to adjust and settle all the accounts of the War Department existing at the conclusion of the late war, and remaining unsettled; in which office he continued until March, 1817, when, under the act of the 3d March, 1817, he was appointed 3d Auditor in the Treasury Department, whose duty it was made to receive and audit all accounts relative to the subsistence of the army, the Quartermaster's department, and gene-

rally all accounts of the War Department not otherwise provided for; in which latter class of accounts, those for fortifications, internal improvements, and for fuel, and quarters, and transportation of baggage of the officers of the army were included; which office he continues to hold at this time. His knowledge of accounts, and the general usages of the War Department in settling accounts of army officers and other agents of the War Department, has grown out of the aforesaid occupations. For the usage according to which accounts of army officers and other agents, so far as they have relation to this suit, are settled and allowed, he refers to his answers to the interrogatories propounded by the defendant, and to the statements of differences accompanying the official statements of General Gratiot's accounts, on which suit has been instituted against him by the United States.

2d. State the duties assigned to Charles Gratiot while a commissioned officer in the army of the United States, for which the law or uniform regulations of the War Department, applicable to all officers in like circumstances, fixed a rate of compensation, and the amount paid therefor in each year; also, state the services rendered, or claimed to have been rendered, if any such there were, wholly extra, independent and separate from the above classes of duties, with the compensation allowed therefor in each year.

To the above interrogatory the deponent, Peter Hagner, answers: What particular duties were assigned to Charles Gratiot, other than those assigned to other officers of his grade, independent of his superintendency of the fortifications at Old Point Comfort, he is not sufficiently informed to state, having no other cognizance of those duties than as regards claims for fuel, and quarters, and transportation, a statement of which allowances is appended, marked A, and which are, in addition to his pay and other allowances, received by him as stated by the 2d Auditor. The deponent does not consider the claims made by the defendant, and which have not been allowed by the accounting officers, consisting of the per diem for disbursing at Fort Calhoun (separate from that of Fort Monroe) the commission of two and a half per cent. on disbursements on account of contingencies of fortifications, and his charge for services in conducting the affairs connected with the civil works of internal improvement, as wholly extra, independent, or separate from the class of duties assigned to him by law and regulations; and he refers to the statements of differences appended to the treasury transcripts on which this suit has been instituted, as containing the grounds for such opinion. He is not aware of any services rendered, or claimed to have been rendered, by the defendant, which deponent considers as wholly extra, independent, and separate from the duties assigned him by law and regulations.

3d. State whether or not the uniform usages of the War Department, or the regulations thereof, were departed from in adjusting the accounts of Charles Gratiot, now in question, and if yea, state in what particular, and the reasons therefor.

To the above interrogatory the deponent, Peter Hagner, answers: That he is not apprised of any departure from the usages of the War Department, or the regulations thereof, in adjusting the accounts of Charles Gratiot, so far as the same referred themselves to the office of the 3d Auditor.

4th. State whether or not there is any claim for extra allowance upon which the Secretary of War has a discretion to allow pay according to the equity of the case, or to refuse it, concerning which he did not act definitively, either by allowing the claim as equitable, or disallowing it as inequitable under all the circumstances attending it. And if you know, state the particulars, giving the reasons of said decisions, with copies or references to the law and regulations bearing upon each such item, so far as may be necessary to elucidate or explain the propriety or injustice of any such decision.

To the above interrogatory the deponent, Peter Hagner, answers, that he is not aware that any claim was presented by Charles Gratiot to the Secretary of War as stated in the foregoing interrogatory, which has not been definitively acted on by him; if any such there were, that the reasons for the disallowance of the items by the accounting officers, constituting the difference between the official statement of General Gratiot's accounts and his claims, are stated in the statement of differences accompanying the Treasury transcripts on which this suit was instituted, and to which reference is made in further answer to this interrogatory.

5th. State any other matter or thing within your knowledge material to either party to this suit; and in all your answers be specific and careful to distinguish special cases, or exceptions to general usages, from the usage itself; explaining particularly the reasons of distinction.

To the above interrogatory the deponent, Peter Hagner, answers, that no other matter or thing within his knowledge or recollection, material to either party to this suit occurs to him; that, in stating the cases in which special allowances have been made, he refers to his answers to the interrogatories propounded to him by the defendant in this suit, and to the copies of the documents appended thereto as explanatory thereof, and to the statement of differences appended to the Treasury transcripts on which this suit was instituted, as hereinbefore stated, for the particulars in each case.

PETER HAGNER.

Statement of the sums paid and allowances made to General Charles Gratiot, from the 1st of November, 1821, to the 6th December, 1838, ascertained from the accounts of the disbursing officers on file in the office of the 3d Auditor.

Year.	Quarters and fuel.	Transportation of baggage.	Per diem allowance for disbursing.	Equivalent for double rations.
From 1 Nov. 1821	26 66	33 60	98 00	61
1822	86 75	111 90	730 00	151
1823	74 25	216 30	730 00	
1824	81 00	134 10	732 00	
1825	93 85	86 40	730 00	
1826	78 30	86 40	730 00	
1827	78 30	265 80	730 00	
1828	171 00	412 56	732 00	
1829	491 25	271 80	544 00	
1830	492 75	121 92		
1831	500 25	71 32		
1832	537 75	131 52		
1833	537 75	303 60		
1834	556 12	67 68		
1835	530 25	372 33		
1836	527 12	177 03		
1837	582 63	435 70		
1838	566 72			
	$6,012 70	$3,299 96	$5,756 00	$212

NOTE.—General Gratiot occupied public quarters at Old Point Comfort from 1821 to June, 1828, and the amount for those years in column for quarters and fuel, includes only the fuel in kind received by him. From the 1st July, 1828, he received a commutation for quarters and fuel at Washington city.

PETER HAGNER.

W. B. Lewis's deposition.

Interrogatories propounded on the part of Charles Gratiot, defendant.

1st. What office or station do you fill under the Government of the United States? How long have you filled the same? Do you know any thing of the settlement of the accounts of the various officers, civil, military, and naval, in the public service, or any of them? Are you acquainted generally with the different bureaux of the different departments in which said accounts are settled, and by whom settled?

[To this interrogatory the Solicitor of the Treasury objected, as noted below.]

To the above interrogatory the deponent, William B. Lewis, answers, that he is now 2d Auditor of the Treasury Department,

which office he has filled since the 22d of March, 1829; that he has a knowledge of the settlement of the accounts of the officers of the army for their pay and emoluments, exclusive of their allowance for fuel, and quarters, and transportation of baggage, and the superintendents, agents, and others, employed in the Indian department; that he is acquainted, generally only, with the bureaux of the War Department, and with them only as the channel of transmission of the various accounts above mentioned to the 2d Auditor's office, where the adjustment and settlement is required by law to be made.

2d. State what has been the usage of the Government, and the accounting officers, so far as the same comes under your knowledge, in allowing compensation for services performed by the orders of the President or the Heads of Departments, by officers either civil, military, naval, or otherwise, extra of and distinct from their official [duties] as such officers, and so far as the files or records in your office will show.

[To this interrogatory the Solicitor of the Treasury objected, as noted below.]

To the 2d interrogatory the deponent answers, that previous to the passage of the act of 3d March, 1835, entitled "An act making additional appropriations for the Delaware breakwater, and for certain harbors, and removing obstructions in and at the mouth of certain rivers for the year 1835, the usage of the accounting officers, so far as the same has come under his knowledge, has been to allow extra compensation for services performed by the orders of the President or the Secretary of War, when authorized by law, or by orders or regulations of the Secretary made in conformity to law. And that subsequent to the date of the above named act, and pursuant to the proviso in said act, as construed by the Attorney General, and promulgated by the War Department, prohibiting the allowance of extra compensation, no such allowances have been passed, within my knowledge, to officers of the army or others, for services rendered subsequent to the date of said act.

3d. State what has been the usage of the Government, and the accounting officers, so far as you know or can ascertain, in allowing compensation for extra and distinct services by the officers named in the 2d interrogatory, and in the manner therein named, and the full pay of said officer or officers both at and for the same time; and also what has been the usage in such cases as to allowing both the pay and an allowance for the extra and distinct service to the same person for the same period of time?

[To this interrogatory the Solicitor of the Treasury objected, as noted below.]

In answer to the 3d interrogatory the deponent states, that, in all cases where allowances have been made for extra compensation, as described in the answer to the 2d interrogatory, such allowance did not conflict with or diminish the regular pay and emolu-

ments, or salary to which the claimant may have been entitled as an officer of the army, or agent of the Indian department.

4th. State what officers, or other persons, in the service of the United States, have been paid for services extra and distinct from the official duties incumbent upon them under their regular commission or office; and at the same time, or for the same period of time, who were also paid their full pay as said officer, &c. State also whether there be any written evidence of said payments in both capacities within your department or control, or that you can have access to, and what that evidence is, and where it can be had, and to whom application must be made, if you cannot give the same. State the name of each case alluded to in this interrogatory, the amount paid in each case as for extra service, the amount received and paid for salary or pay, and the time when each was paid, and the nature of the extra service for which the compensation was allowed, and the office held by the officer or person to whom it was so allowed.

[To this interrogatory the Solicitor of the Treasury objected, as noted below.]

As an answer to the 4th interrogatory, the deponent refers to the accompanying statement of sundry allowances to officers of the army, and of the Indian department, for services extra and distinct from the official duties incumbent upon them, and at the same time for which they respectively received their full pay as said officers; together with the copies of the written evidence of each payment as on the files of the 2d Auditor's office, which is hereunto annexed, and made part of this deposition. He, the said deponent, further states, that the files of his office may possess other instances of similar allowances, but having no recollection of them, and possessing no distinct clue, he is unable to answer further in relation thereto, without a minute examination of all the accounts and vouchers, which would consume much time, &c.

5th. If you cannot give the information asked in the last, or any of the preceding interrogatories, in every instance required, state in what bureau, in what department of the Government, and from whom, the information not given by you may be obtained?

[To this interrogatory the Solicitor of the Treasury objected, as noted below.]

In answer to the 5th interrogatory, the deponent can only refer for information to the other departments of the Government having cognizance of the settlements of the accounts of the officers of other branches of the public service not specially referred to in the preceding answers; and to the 3d Auditor for information concerning that portion of the emoluments and allowances to officers of the army which are not adjusted in the 2d Auditor's office.

6th. State what officers of the engineer corps received an extra compensation under the regulation of the War Department, dated 10th August, 1818; when and for how long they received the same,

and for what services; and also whether they received their regular pay as such officers for the same time?

[To this interrogatory the Solicitor of the Treasury objected, as noted below.]

In answer to the 6th interrogatory the deponent states, that, from the records of the 2d Auditor's office, it is shown that Captain A. Mordecai received an extra compensation under the regulations of the War Department, dated 10th August, 1818, as assistant to chief engineer, from 30th April, 1828, to 24th September, 1830, and from 6th November, 1830, to 31st May, 1832; that Lieutenant William H. C. Bartlett received a similar compensation for like services, from 2d June, 1832, to 30th September, 1833; and that both of the above named officers received the regular pay and emoluments of their rank for the same periods.

7th. Look at document No. 244 of the House of Representatives of the United States, transmitted by the Secretary of War upon the 1st of March, 1839, and purporting to be a report made by you in reply to a resolution of the House of Representatives of the 14th January, 1839, and state whether all the facts therein stated by you, and the statements made therein, are true; and whether the printed sheets are true copies of your report so made, and attach the same to your answer as a part of the same.

[To this interrogatory the Solicitor of the Treasury objected, as noted below.]

In answer to the 7th interrogatory the deponent states, that the facts and statements exhibited in document No. 244, above referred to, are true to the best of his knowledge and belief; that he has carefully examined and compared with the original the printed copy of said document, which is hereunto annexed and made part of this deposition, and find it to be a true copy.

W. B. LEWIS, *2d Aud. of the Treasury.*

25th Congress, 3d Sess. Doc. No. 244. Ho. of Reps. War Dept.

Superintendents Indian Affairs—Allowance.

Letter from the Secretary of War, in reply to the resolution of the House of Representatives of the 14th of January last, in relation to compensation to superintendents of Indian affairs, &c.

March 3d, 1839—Read and laid upon the table.

WAR DEPARTMENT, *March* 1, 1839.

SIR: I respectfully transmit the accompanying report of the 2d Auditor, which contains all the information in the power of this Department to furnish in reply to the resolution of the House of Representatives of the 14th ultimo, (January,) calling for "a statement of all allowances made prior to the 30th of June, 1834, as an annual compensation for the services of superintendents of Indian

affairs, who were such in virtue of holding the office of governor *of* secretary of any of the territories of the United States," &c.

Very respectfully, your most obedient servant,

J. R. POINSETT.

Hon. JAMES K. POLK,
Speaker of the House of Representatives.

TREASURY DEPARTMENT,
Second Auditor's Office, Feb. 16, 1839.

SIR: In reply to the resolution of the House of Representatives of the 14th ultimo, and which was referred to this office, requiring "a statement of all allowances made, prior to the 30th June, 1834, as an annual compensation for the services of superintendents of Indian affairs, who were such in virtue of holding the office of governor or secretary of any of the territories of the United States; exhibiting the name of the person to whom made, his office, (whether governor or secretary,) the name of the Territory, the period for which the allowance was made, the rate per annum, and the amount allowed to each; and also to state under what law or regulation such allowances were made;" I have the honor to submit the following tabular statement:

Synopsis of allowances made to Governors and Secretaries of Territories, to cover expenses incurred on account of their superintendency of Indian Affairs, for office rent, clerk hire, fuel, &c.

Governors.	Secretaries acting Governors.	Territory.	Period for which the allowance was made.	Rate per annum.	Amount allowed to each.	Law or regulation under which the allowance was made.
Wm. Clark -	-	Missouri	From Oct. 1, 1818, to May 31, 1821	$1,500	$4,000 00	Allowed by Mr. Calhoun, in accordance with a previous decision of Mr. Armstrong, Secretary of War, out of appropriation for Indian Departm't.
Lewis Cass -	-	Michigan	From Oct. 9, 1813, to May 29, 1822, 10 rations per day, at 20 cts. each.	730	6,610 00	Allowed by Mr. Calhoun, Secretary of War.
Lewis Cass -	- -	Michigan	From Oct. 9, 1813, to July 31, 1831	1,500	26,715 00	Do. do. do.
					$33,325 00	
Geo. B. Porter	-	Michigan	From Aug. 6, 1831, to July 6, 1834	1,500	$4,378 00	Allowed by L. Cass, Secr'y of War.
	W. Woodbridge	Michigan	For 3 years and 25 days, between June 9, 1815, and Aug. 28, 1827.	1,500	$4,602 74	Allowed by John Robb, acting Secretary of War.
	S. T. Mason -	Michigan	For the year 1833 - - -	1,000	$1,000 00	Allowed by L. Cass, Secr'y of War.
Wm. P. Duval	-	Florida	From April 17 to Sept. 30, 1822 -	1,500	684 06	Allowed by Mr. Calhoun, do.
Wm. P. Duval	-	Florida	From Sept. 30. 1822, to Decem'r 31, 1825.	750	2,437 50	Do. do. do.
Wm. P. Duval	-	Florida	From Decem'r 31, 1825, to April 17, 1834.	850	7,052 05	Allowed by James Barbour, do.
					$10,173 61	
	George Walton	Florida	From October 8, 1821, to June 21, 1822, and from December 23, 1822, to April 26, 1823, and from January 14 to November 21, 1825.	750	1,422 19	Allowed by Mr. Calhoun, do.

SYNOPSIS—Continued.

Governors.	Secretaries acting Governors.	Territory.	Period for which the allowance was made.	Rate per annum.	Amount allowed to each.	Law or regulation under which the allowance was made.
	George Walton	Florida	From Sept. 22, to Dec. 23, 1822 -	$1,500	382 19	Allowed by Mr. Calhoun, Sec'y of War.
					$1,804 38	
	J. D. Westcott	Florida	For 1 year, 8 months, 4 days, composed of short periods, between June 15, 1829, and March 25, 1834.	750	1,260 19	Allowed by Mr. Poinsett, do.
	J. D. Westcott	Florida	For 2 months 21 days, within same period.	1,500	341 89	Do. do. do.
					$1,602 08	
James Miller -	-	Arkansas	From July 4, 1819, to March 31, 1822	1,500	4,115 41	Allowed by Mr. Calhoun, do.
James Miller -	-	Arkansas	From March 31, 1822, to Sept'r 30, 1824.	750	1,875 00	Do. do. do.
					$5,990 41	
George Izzard	-	Arkansas	From March 4, 1825, to Nov. 22, 1828	750	2,787 85	Allowed by Mr. Barbour, do.
John Pope -	-	Arkansas	From March 9, to Sept. 8, 1829 -	750	375 00	Allowed by J. H. Eaton, do.
John Pope -	-	Arkansas	From Jan. 1, 1832, to June 30, 1834	500	1,250 00	Allowed by L. Cass, do.
					$1,625 00	
	W. S. Fulton	Arkansas	For 2 years 4 months, made of short periods during the years 1830, 1831, and 1832.	500	$1,666 67	Allowed by Mr. Butler, Secretary of War, ad interim.

The records of this office in relation to Indian affairs, do not extend farther back than 1816. The reason why the statement of allowances to Governor Cass appears to be an exception, is that they were not made until 1818 and 1821; soon after which time the accounts pertaining to Indian affairs were settled in this office.

These allowances, doubtless, are the ones contemplated by the resolution, but it may be questioned whether, upon a strict construction, they would come within its purview. The resolution asks for a statement of allowances made, as an annual compensation, for the services of superintendents of Indian affairs; whereas, the annual allowances made to governors and secretaries of Territories, as superintendents, were not made for their services, but to cover their expenses, incurred for office rent, clerk hire, fuel &c.

"The act making it the duty of the Territorial governors, to act as superintendents of Indian affairs," says Mr. Calhoun, Secretary of War, in a letter of the 11th of June, 1822, to Governor Duval, "affixes no compensation for duty; it nevertheless has been usual to allow the expense which they may incur in performing their duty, and extra compensation for extra duty, (that is, such as is not attached to them as superintendents) when it has been performed." And again to the same, the 27th May, 1823, he says: "It does not appear that any specific annual allowance was ever made to any governor of a Territory, for the performance of the duties of superintendent of Indian affairs as such. In the three cases mentioned, [alluding to those of Governors Clark, Cass, and Miller,] it was intended to secure the governors against loss by the performance of such duties, and as extra compensation for the performance of extra duties."

In relation to "the law or regulation under which the allowances were made," I beg leave to add what Mr. Calhoun says to Governor Duval, the 20th April, 1824, and which remarks have a general as well as a special application. "There is no allowance made by law, other than for your salary as governor, for the performance of your duty as superintendent, but it is made as a matter of justice out of the appropriation on account of Indian affairs; no allowance of course can be made by the department, but to cover the expense which may be incidentally incurred in the performance of such duty."

All of said allowances were made by the Secretary of War, out of the appropriation for the Indian department; and even since a specific appropriation has been made for contingencies, they have been paid out of that fund.

Previously to the year 1822, there was but one general appropriation for the current expenses of the Indian department, and which, before the organization of the present form of government, was disbursed under orders and resolutions of Congress, by the superintendent of finance or the board of Treasury.

The President of the United States appears to have been charged, at a very early period, with *with* management of the Indian affairs, and on the 7th August, 1789, in the act establishing the War Department, it is provided that the Secretary thereof shall, among other duties, perform and execute "such as shall, from time to time, be enjoined on or intrusted to him by the President of the United States, relative to Indian affairs."

Until 1822, the appropriations for the Indian department were made as part of those for the military service.

There appears to be no act of Congress, placing in positive terms the contingent fund of the Indian department at the disposal of the Secretary of War; but from the establishment of the department he has exercised undisputed control over that appropriation, both while the Indian affairs were regarded as part of the military service and since their separation.

In 1793, General Knox, then Secretary of War, asked for an appropriation for contingencies, both for the army and the Indian department; assigning, as a reason therefor, that "it has been generally considered as wise to appropriate a sum for casualties;" that the expenses of the Indian department were then "as difficult to be previously calculated as those of the army;" and further remarks that "futurity being inscrutable to the limited faculties of man, he is unable to ascertain the form or value of demands which have not, and which never may have, any existence."

As it is impossible, then, to anticipate the various incidents which may call for expenditures in this department, it would seem indispensible that a sum should be placed at its disposal to meet such demands. Time and experience, however, have shown how the number of these incidents may be greatly diminished; and it has been found to be unnecessary to appropriate for contingencies more than a third part of the amount formerly appropriated. The importance of a contingent fund at the disposal of the Secretary of War, though recommended to be made as small as possible, is recognised and approved by the committee on Indian affairs of the House of Representatives, in the very able report of the Hon. H. Everett, the 20th May, 1834; nor does that report controvert the propriety of such control previously exercised. The Senate of the United States, also, in the case of Wm. Woodbridge, which came before them in the session of 1832–'3, admit such authority of the Secretary of War.

With regard specially to the cases stated in the foregoing table, and which are the subject of this report, I have to observe that Mr. Calhoun, in a letter of the 9th February, 1822, to the Speaker of the House of Representatives, says, with reference to the allowances made to Governors Clark and Cass: "The governors of Territories are by law superintendents of Indian affairs, within the territory, whose duties extend to a general control over the agents and other officers of the Indian department within the territory, but do not

extend to the performance of the duties assigned to agents, nor the disbursements on account of the expenses of the department within the superintendency. These latter duties, as well as the former, having been assigned to Governor Clark, he was allowed by the direction of General Armstrong $1,500 per annum, for their performance, and the expense attending the same. The duties of Governor Cass have been equally extended beyond those belonging to him as superintendent. There being no agent within the peninsula of Michigan, the duties of an agent to the tribes residing within its limits necessarily devolved on him; and the disbursements of his superintendency, (to which the agencies in Ohio and Indiana, with the exception of that at Vincennes, were attached, as it was found to be inconvenient to separate them from the general control which, as superintendent, he had over the Indians in that quarter) were made through him. Under these circumstances, it was thought just to extend the decision which had been made in the case of Governor Clark to Governor Cass, to which was added an allowance, supposed to be equal to the expense necessarily attending the intercourse with the Indians at a point to which there is so great a resort of Indians as Detroit, and where, from the neighborhood of the adjoining province of Canada, it is necessary to extend to them greater liberality and attention than at any other place."

The account of Governor Cass, in which the allowance was made to him, bears the following endorsement by Mr. Calhoun, dated 2d November, 1821, viz: "In addition to the ten rations a day, which have been allowed Governor Cass, on account of the great expense which has attended his intercourse with the Indians, as superintendent, he will be allowed, in full of all expenses and charges for extra duty as superintendent, the same compensation as that which was made to Governor Clark; his expenses as superintendent, and claims for extra services, being considered equal to the amount allowed." And in the letter above referred to, he also observes: "The duties which Governor Cass performed as superintendent being similar to those of Governor Clark, but more extensive, and in their performance attended with greater expense, in the adjustment of his account reference was had to the allowance which had been made to the latter, making such additional allowance as the difference in the two cases, and a regard to equity, required." The allowance of ten rations (at twenty cents each) per day, was discontinued from the 29th May, 1822, and that of $1,500 per annum only was continued to Governor Cass.

In his letter to Governor Duval of the 27th May, 1823, before referred to, the Secretary says, in relation to the cases of Governors Clark, Cass, and Miller: "For some time previous to the appointment of General Clark as governor of the Missouri Territory, he acted, under the authority of the President, as agent of Indian affairs at St. Louis, with a salary of $1,500 per annum; and during which time, no allowance was made to the gentleman who preced-

ed him as governor of the Territory on account of the duties performed by him as superintendent of Indian affairs. But at the assumption of the duties of governor in 1813 by General Clark, the office of agent for Indian affairs was abolished, and the duties and authorities which were vested in him were thereafter placed in the governor, who, for the performance of the same, as well for the clerk hire, office rent, &c., for the Indian department, was allowed the salary previously given to the agent. The governor of the Missouri Territory, by this arrangement, not only had to perform the duties of Indian agent at St. Louis, where the intercourse with the Indians has always great, but has also the control of all the Indian agencies on the Missouri, which rendered his duties in the Indian department highly responsible and laborious; and in consequence of which the specific allowance of $1,500 a year was made to him as before stated, the whole of which was for incidental expenses necessarily incurred, or for extra compensation for extra services.

"The same may be said as to the compensation of the governor of the Michigan Territory, who has under his control, as superintendent of Indian affairs, several Indian agencies, several of which are located within the limits of the Territory, and the duties of which he is not bound by law to perform. Besides superintending the agencies, he is charged with the immediate performance of the duties of agent, for the Indians residing within the peninsula of Michigan; with paying the annuities, which are to be paid by treaty at Detroit, amounting to a large sum, and involving a heavy pecuniary responsibility; with the expense of attending to the numerous Indians that resort to that place; and with preventing the intercourse of the Indians within our limits with the British provinces; for which extra duties, as well as for clerk hire, office rent, &c., the specific allowance of $1,500 was deemed not more than an adequate compensation, and is believed to be not much more than sufficient to cover his actual expenses.

"When General Miller entered on the duties of governor of the Arkansas territory, there was no agent to attend to the Osages and Quapaws, and he had a difficult negotiation to effect between the Cherokees and Osages, who were at war, which required great personal exertions and expense in making long journeys to meet these tribes for that purpose. Under these circumstances, the same allowance was at first made to him; but since a treaty of peace has been concluded between the Cherokees and Osages, and the trouble and expense have in consequence become less, the allowance has been reduced to one-half, and is intended to cover all incidental expenses, as well as for extra duty performed as agent to the Osages and Quapaws, who have no agent in paying their annuities, &c."

As it respects the allowance to Governor Duval, he says, in the same letter: "It is true that the specific sum ($1,500) charged has been allowed to Governors Clark, Cass, and Miller; but the

allowance was made to them under peculiar circumstances, which are not considered at all applicable to your superintendency. I am perfectly willing, however, to place you on a footing, with respect to compensation, with the governors of every other Territory, who have acted as superintendents of Indian affairs; that is, to allow you (if it should be necessary, in the discharge of your duties as superintendent of Indian affairs, to keep an office and employ a clerk,) a reasonable sum for that purpose, and also the expenses which you may necessarily incur in your intercourse with the Indians." And again to the same, on the 25th of October, 1823, he says: "For the time past, when there was no Indian agent for Florida, an allowance will be made to you as superintendent at the rate of $1,500 per annum, which is the rate of compensation allowed to the Indian agent now authorized by law. Since the appointment of an Indian agent for the Territory, in virtue of the authority above mentioned, and for the future, an allowance will be made to you at the rate of $750 per annum, which is intended to cover the expenses of clerk hire, office rent, and all others necessarily incurred by you in your intercourse with the Indians, that being the same amount as is allowed to the governor of the Arkansas Territory, and is considered a fair compensation for all expenses incurred by him of a similar nature."

And on the 11th of January, 1826, Thomas L. McKenney, then at the head of the Indian bureau, writes to Governor Duval, under the authority of the Secretary of War, (Mr. Barbour,) to this effect, viz: "You will be allowed, also, at the rate of one hundred dollars per annum for office rent and stationary; this sum you will add in your returns as a contingent item, which will be acted on with your quarterly accounts."

This additional hundred dollars made the annual allowance of Governor Duval amount to $850, as appears in the foregoing table.

The allowance to George Walton, secretary and acting governor of Florida, was made by the Secretary of War, (Mr. Calhoun,) per letter of the 21st of October, 1823, from which the following is an extract, viz: "For the time you acted as superintendent, when there was no Indian agent in Florida, an allowance will be made at the rate of $1,500 per annum, which is the rate of compensation allowed to the Indian agent by law.

"For the time you acted while there was an Indian agent in Florida, an allowance will be made at the rate of $750 per annum, that being the amount now allowed to the governor of the Arkansas Territory, and is considered as a fair compensation for the expenses necessarily incurred by him in his intercourse with the Indians."

Wm. Woodbridge, esq., secretary for Michigan, preferred his claim to Congress at the session of 1832–'33, for services as acting superintendent of Indian affairs, rendered at sundry times during the absence of the governor.

The Senate of the United States, on the occasion, adopted a resolution recommended by the committee on the Judiciary, to which it had been referred, to this effect: "That there appears to be equity in the case of the petitioner, but, as it is believed, that by the established usage of the department it is competent for the Secretary of War to settle the claim, the committee [ask to] be discharged."

After this, on the 8th of February, 1833, the President directed the claim to be settled "in the same manner as the claim of the secretary of Florida was settled." The opinion of the Attorney General (Mr. Taney) was then requested by the Secretary of War, which, on the 25th May, 1833, was given as follows, viz: "In answer to your inquiry in relation to the claim of Wm. Woodbridge, I have the honor to state, that I think the War Department may lawfully make him an allowance for the services for which he claims compensation;" and on the 14th June, 1833, the claim was allowed by John Robb, esq., acting Secretary of War.

James D. Wescott, secretary of Florida.—His claim was recommended for allowance to the Secretary of War, by the commissioner of Indian affairs, the 30th June, 1838; and the cases of Mr. Walton and Mr. Woodbridge were referred to as precedents. It was for services rendered as superintendent during the absence of the governor, and was allowed by the Secretary of War, agreeably to the recommendation of the commissioner of Indian affairs.

The allowance to Mr. Mason was made to cover his expenses and services, as well for his superintendency without as within the Territory.

The allowance to Mr. Fulton, secretary of Arkansas, was made the 8th May, 1837, by the Secretary of War *ad interim*, for his services rendered as superintendent in the absence of the governor; the Secretary deeming the claim equitable, and the precedents such as abundantly to justify the act.

I have thought it proper to make the foregoing explanations in justification of the accounting officers, for admitting allowances not expressly authorized by law, but just in themselves, and sanctioned by usage growing out of necessity, and tacitly acquiesced in by the Government from its organization.

I have the honor to be, with much respect, your obedient servant,

W. B. LEWIS.

Hon. J. R. POINSETT, *Secretary of War.*

The United States to Lewis Cass, Dr., for his services in superintending the Indian Agencies of Piqua, in Ohio; of Fort Wayne, in Indiana; and of Chicago, in Illinois; at $250 each per annum, for the years 1822, 1823, 1824, 1825, 1826, and 1828 - $5,250 00

Disbursing in the same years, and for the same agencies, the sum of $364,942 29, at 2½ per cent. - 9,123 55

$14,373 55

LEWIS CASS.

Governor Cass having voluntarily proposed to accept an annual salary of $1,500, for the seven years mentioned in the above account, and amounting to the sum of $10,500, as a commutation for both the claims therein specified, the offer is deemed reasonable, and he will accordingly be allowed the said sum of $10,500, in full satisfaction of the services and commissions on disbursements, as above specified.

Endorsed: "The within is in the handwriting of Gen. Porter, Secretary of War, and given to me by him in February, 1829, as his opinion upon my claim.

April 27, 1831. "L. CASS."

WASHINGTON, *November* 26, 1828.

SIR: By the several acts of Congress establishing Territorial Governments, the governors of Territories are constituted ex-officio superintendents of Indian affairs therein. Their general duties are nowhere regulated by law, and they are consequently legally bound to discharge such only as appear to be fairly deducible from the terms above quoted. These would appear to relate to a general superintendency over all persons and objects connected with our Indian affairs, leaving the details and ordinary intercourse with the Indians to the agents and other persons employed in the department. I consider myself, therefore, under a legal obligation to superintend, in the Territory of Michigan, the general concerns relating to these objects, and to exercise a controlling authority, subject to the revision of the War Department, over all persons in this branch of the public service. And for the performance of these duties, I claim no extra compensation, and have never received any; but by the instructions of the War Department, I have been called upon to perform, and have performed, other and important and responsible duties, which no law imposed upon me.

1. I have disbursed to the agents within the Territory all the funds required by them for the public service.

2. I have made all disbursements at Detroit, which the varied and extensive relations arising out of our intercourse with the Indians at that important point rendered necessary, amounting, since 1821, to near $300,000.

3. I have discharged the duties of Indian agent at Detroit, and yet continue to discharge them. Of the nature and extent and responsibility of these duties, it would occupy too much of your time to enter into a full consideration. There is probably no point in the Union where more Indians actually resort, nor one where our relations with them are more important and complicated, in consequence of the vicinity of the British head-quarters of the Indian department. There the Indians annually assemble for presents and advice. My house and garden and orchard are frequently filled with them, and the loss and expense they cost me can only be fully appreciated by those who are acquainted with their manners

and customs. But I prefer no claim for these extra services and expenses—I am willing to leave them as they are. There is, however, one branch of the duties imposed upon me by the War Department, for the performance of which I must now submit a claim for your consideration.

The agencies of Piqua, in Ohio; of Fort Wayne, now Eel river, in Indiana; of Chicago, in Illinois; and a part of the sub-agency of the Maumee, in Ohio, are placed under my superintendency—my duties to them are:

1. To correspond with the agents and War Department on all subjects of doubt or difficulty; to give general, and in many cases special, instructions to the agents, and to superintend and direct the general concerns of the department.

1. In relation to Indian trade;

2. In relation to Indian intercourse;

3. In relation to the introduction of spirituous liquors into the Indian country;

4. In relation to questions on subjects submitted by the agents or others;

5. In relation to claims for damages under the intercourse laws, both by our own citizens and the Indians;

6. In relation to a great variety of other subjects too tedious to enumerate, and too much disconnected for a proper classification.

2. I am required to examine and report upon all the accounts, vouchers, and abstracts and estimates of these officers. Books for each agency are kept, in which these documents are recorded. The estimates of the agents are received quarterly, and, if incorrect, are corrected, and when correct, are transmitted semi-annually to the War Department for examination and consideration. The accounts are investigated, and if any objection appears, they are either rejected or sent back for explanation or alteration, as circumstances may require. A minute examination and report is strictly enjoined upon me by the War Department. After passing upon the accounts which require an investigation of the various items, the necessary arithmetical calculations, a comparison with preceding accounts, and their entry in the books, they are forwarded to the department for final decision. In like manner the annual abstracts are prepared, examined, and transmitted.

3. I supply all these agents with funds, and since 1821, I have disbursed, to the three agents and the sub-agents I have stated, not less than $500,000. The responsibility of transmitting these funds, a portion of which is in specie for the annuities, and is sent through the Indian country on pack horses, and all of which is sent through an unsettled country, devolves upon me; and I have also to encounter the responsibility and expense and delay of the settlement at the Treasury of the accounts for these payments. A commission of 2½ per cent., the usual compensation for the disbursement of money in cases where that duty is not enjoined by law, would give me, for this branch of my services since 1821, upwards of $12,000.

I will not fatigue you with a long detail of facts. I have stated succinctly the nature of the claim, and I would observe besides, that no other superintendent of Indian affairs is in the same situation with myself, or can prefer a claim upon the same ground, as no other superintends agencies which he is not required by law to superintend.

I add for your information, that in 1812 an allowance of $750 was made to General Hull for superintending the agency of Fort Wayne in the years 1809–'10 and '11, and this at a time when not a dollar was disbursed by him for that agency, nor an account examined, and when the duties of a superintendent were nominal, compared with what they are now.

I have the honor to be, very respectfully, your ob't servant,

Endorsed, LEWIS CASS.

Hon. PETER B. PORTER, *Secretary of War.*

DEPARTMENT OF WAR, *Dec. 6th*, 1828.

Respectfully submitted (by request of Governor Cass) to the Attorney General for his opinion as to the legality of the governor's claims, founded on services relating to agencies out of the Territory of Michigan, of which Territory only, he, as governor, is ex-officio superintendent.

P. B. PORTER.

OFFICE OF THE ATTORNEY GENERAL OF THE U. S.,
December 12th, 1828.

SIR: I understand the facts stated in Governor Cass' letter of the 26th November to be admitted, and if so, I can perceive no ground on which his claim can be properly resisted. His salary as governor is a compensation for his services as governor. But the services for which he claims, do not belong to his duty as governor of the Michigan Territory; and having been employed by the Government to perform these services, he has a fair claim for them on the principles of a *quantum meruit*. The facts conceded, his right, I think, *I think*, is undeniable.

I have the *have the* honor to remain, sir, your ob't servant,

(Signed) WM. WIRT.

The Hon. P. B. PORTER, *Secretary of War.*

Endorsed. I hereby certify that the within is a true copy from the , on file in this office.

In witness whereof, I have hereunto subscribed my name, and caused the seal of the War Office to be affixed, this [L. S.] 13th day of March, 1830.

JOHN H. EATON.

I do not consider that I have any thing to do with this claim of Governor Cass. It is a claim which was submitted to the Secretary

of War, General Porter, in December, 1828, and by him referred to the Attorney General. On the 12th December, the Attorney General decides upon the legality of the allowance in a written opinion returned to the Secretary of War. Whereupon, General Porter, in his own handwriting, directs Governor Cass to be credited with the sum of $10,500.

I do not conceive that it is proper for one administration to set aside the executed and performed acts of a precedent one. Such a course of action would make constantly one set of men to re-examine, and if they pleased, to set aside the acts of those who have gone before. Doing and undoing, settling and unsettling, would consequently become the order and rule of each succeeding administration.

30th April, 1831. J. H. EATON.

Appropriation.

No. 9656. For arrearages of the Indian Department prior to 1829, per act of 27th January, 1831 - - $10,500

TREASURY DEPARTMENT,
Second Auditor's Office, 30*th April*, 1831.

I certify that there is due from the United States to Lewis Cass, governor of Michigan Territory, superintendent, ex officio, of Indian affairs, the sum of ten thousand five hundred dollars, being the amount of his account for extra services performed by him in superintending from 1822 to 1828, both years inclusive, Indian agencies out of the Territory of Michigan, and which are not incumbent on him as superintendent, ex officio, &c., as per decision of the Hon. P. B. Porter, late Secretary of War, as appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

W. B. LEWIS, *Second Auditor.*

To JAMES B. THORNTON, esq.,
Second Comptroller of Treasury.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above, this 30th day of April, 1831.
J. B. THORNTON, *Second Comptroller.*

Extract from the report of the Second Auditor of the Treasury Department, of 5th December, 1837. Certified and admitted by the Second Comptroller on the 7th Dec., 1837.

I certify that I have examined and adjusted the account of Lewis Cass, late governor of Michigan, and ex officio superintendent of Indian affairs, and find that he is entitled to credit for this amount, for extra services in superintending Indian agencies, not in the Territory of Michigan, in the years 1829, 1830, and for the first

seven months of the year 1831 - - - $3,875 00
And for office rent, &c., from 1st January, to 1st August, 1831 - - - - - - 875 00

$4,750 00

Extract from the account of Wm. Clark, superintendent of Indian affairs, settled 18th August, 1819.

For amount allowed for clerk hire, house rent, &c., from 1st October, 1818, to 31st March, 1819, at $1,500 per annum $750 00
(Endorsed.) "Approved, J. C. C."

For compensation allowed for house rent, clerk hire, &c., from 1st April, 1819, to 1st April, 1820, at $1,500 per annum $1,500 00

For compensation allowed for house rent, clerk hire, &c., from 1st April, 1820, to 1st July, at $1,500 per annum - $375 00

Dr. The United States to ——— ———. To subsistence for myself from 1st Nov., 1833, to 23d Feb., 1834, 115 days, at 5 rations per day, 575 rations, at 20 cts. - - - $115 00

I certify that I was in the command in the locating of Creek lands during the period charged, and by the written declaration of the Secretary of War was to receive double rations while on said duty.

J. J. ABERT, *Lt. Col. Engs.*

I certify that the above amount of $115 00 is a correct statement of the rations which Col. Abert would have been entitled to, had he remained, for the period charged, in command of the bureau at Washington.

T. P. ANDREWS, *Paymaster U. S. Army.*

The Secretary decided that this allowance should be taken from the appropriation for locating, &c., the Creek lands.

J. J. ABERT, *Lt. Col. Engs.*

Feb. 23d, 1834.

Extract from the instructions of the Secretary of War, to the commissioners for locating the Creek lands, dated War Department, Oct. 14, 1834.

Col. Abert will receive, in addition to all his present military allowances, his expenses, and such a sum as may hereafter appear equitable. True extract from the original.

J. J. ABERT, *Lt. Col. Engs.*

Washington, Feb. 28, 1834.

United States, Dr. to John J. Abert. To per diem as chief of the Topographical bureau, from the 18th Oct., 1833, to the 20th day of Feb., 1834, 126 days, at $1 25 per day - - - $157 50

I certify that above account is correct, and that I have not been paid any part thereof for the period charged, and that the same is a part of my military allowances while stationed at Washington.

J. J. ABERT, *Lt. Col. Top. Engs.*

United States, Dr. to John J. Abert. To services in locating and certifying to Creek lands, from the 16th of October, 1833, to the 20th day of February, 1834, inclusive, being 129 days, at $5 per day - - - - - - - $645 00

Allowed. L. C. 12th March, 1834.

United States, Dr. to John J. Abert. To expenses from Washington to Alabama, and back to Washington, and to expenses during an absence of about four months on the duty of locating the Creek lands - - - - - - - - $395 00

I certify, on honor, that the foregoing amount of $395 00 is a correct statement of all expenses incurred by me in execution of the duty aforesaid, and that said expenses were incurred on said duty, and were necessary to its correct execution.

J. J. ABERT,
Lt. Col. Top. Engs., and locating agent.

March 12th, 1834.

United States, Dr. to John J. Abert. To extra services in continuation of the duties of locating agent, in making returns of locations, examining Creek contracts, Creek claims, and other duties connected with Indian affairs, from the 1st March to the 30th September, 1834, inclusive, being 214 days, at $1 75 per day $374 50

It is expressly understood, that any further assistance required of Col. Abert, at Washington, in the settlement of these Creek affairs, will be rendered without additional charge.

J. J. ABERT, *Lt. Col. Top. Engs.*

Allowed. L. C.

DR. *The United States to Lieut. Col. J. J. Abert, Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1 Nov. 1833	28 Feb'y, 1834	4	–	75 00	$300 00	
For two private servants, not soldiers -	do	do	4	–	16 00	64 00	
Do. do. -	3 March, 1833	31 Oct. 1833	7	28	4 00	31 60	
Forage—							
For 4 horses - -	1 Nov. 1833	28 Feb'y, 1834	4	–	8 00	32 00	$128 short—paid $96, charged in Paymaster Randall's account, settled Sept. 1835.
Clothing—							
For two private servants, not soldiers -	do	do	4	–	5 00	20 00	

Subsistence—			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n. Cts.	
For myself for — y'rs service - -	do	do	120	5	600	Washington.	20	120 00
Do. do. -	24 Feb'y, 1833	do	5	5	25		20	5 00
For two private servants, not soldiers -	1 Nov. 1833	do	120	2	240		20	48 00
								620 60

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I hereby certify that the foregoing account is accurate and just; that I have not received pay, or drawn rations, forage, or clothing, in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service, the horses and private servants for the whole of the time charged, and that I did not, during the time so charged, or any part thereof, keep or employ as waiter or servant soldier from the line of the army; that the annexed is an accurate description of servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department for the time charged for; that for the time I have charged double rations, as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double-ration post charged for, and that no officer within knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States' service, in the army, for the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. P. Andrews, and to the 31st day of October, 1833.

I at the same time acknowledge that I have received of T. P. Andrews, paymaster, this 28th day of February, 1834, the sum of six hundred and twenty dollars and sixty cents, being the amount and in full of said account.

(Signed duplicates,) JOHN J. ABERT,
Lt. Col. Top. Engs.

Description of Servants.

Name.	Complexion.	Height.		Eyes.	Hair.
		Feet.	Inches		
Bill	Dark	5	6	Dark	Dark.
Ann	Yellow	4	5	Yellow	Yellow.

Pay -	$395 60
Subsistence	173 00
Forage -	32 00
Clothing - -	20 00
Amount	$620 60

DR. *The United States to Robert Butler, Adjutant General of the Southern Division.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - - -	1 April, 1818	31 Oct. 1818	7	–	90 00	630 00	
For two private servants, not soldiers -	do	do	7	–	10 00	70 00	
Forage—							
For five horses -	do	30 Sept. 1818	6	–	40 00	240 00	
For four horses -	1 Oct'r, 1818	31 Oct. 1818	1	–	32 00	32 00	
Clothing—							
For two private servants, not soldiers -	1 April, 1818	do	7	–	6 20	43 40	

Subsistence—			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n Cts.	
For myself, for — y'rs service - -	do	do	214	6	1284	S. Division.	20	256 80
For two private servants, not soldiers -	do	do	214	2	428		20	85 60
								1,357 80

The United States vs. Delafield. 297

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged, and that I did not, during the term so charged, or any part thereof, keep or employ as waiters or servant soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment I actually and legally held the appointment, and did duty in the department during the time charged for: that for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for, and that no officer, within my knowledge, has a right to claim, or does claim, for said services, or for any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in the command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station, for the time I have charged extra rations; that I am not in arrears with the United States on any account whatsoever, and that the last payment received was from Paymaster Cary Nicholas, B. P. M., and to the 31st day of March, 1818. I at the same time acknowledge that I have received from Cary Nicholas, B. paymaster, this 31st day of October, 1818, the sum of thirteen hundred and fifty-seven dollars and eighty cents, being the amount and in full of said account.

(Signed duplicates,) ROBERT BUTLER.

Description of Servants.						
Name.	Complex'n.	Height.		Eyes.	Hair.	
		Feet.	Inches			

Pay - -	$700 00
Subsistence -	342 40
Forage -	272 00
Clothing -	43 40
Amount	$1,357 80

Appropriation for holding treaties with the Indians.

The United States in account with Col. Robert Butler, Dr. For this amount allowed him by virtue of the decision of the Secretary of War, being for his services as secretary to General A. Jackson and Governor J. Shelby, commissioners to treat with the Chickasaw nation of Indians, from the 20th September, 1818, to 31st October, 1818, equal to 42 days, at $5 per diem, being the time

charged by General Jackson for his services as commissioner, as per endorsement by the Secretary of War, on the statement of Col. Butler herewith filed, marked B - - $210 00

For his allowance in virtue of the aforesaid decision for expenses incurred at Philadelphia and on his journey to Florence, as per the above statement - - 39 00

$249 00

TREASURY DEPARTMENT,
2d Auditor's Office, 16*th September*, 1819.

WM. STEWART, *Clerk.*

SECOND COMPTROLLER'S OFFICE, 17*th September*, 1819.

Examined by JOS. HINKLEY, *Clerk.*

Copy of a letter from Colonel Robert Butler to the Secretary of War, on file in the office of the Second Auditor.

NASHVILLE, *August* 24, 1819.

SIR: I had the honor to address you on the 14th instant, enclosing the deeds of conveyance for the Colbert's reservations, acted on agreeably to your instructions. I herewith enclose you my accounts as secretary to the treaty, accompanied with my appointment by the commissioners.

The account is made out conformably to an understanding with you while at the city, in relation to allowance for expenses while in the cities of Washington and Philadelphia. I will be obliged to you if you will direct the auditor, in allowing the accounts, to transfer the amount of my account in the quartermaster's department to the 3d auditor's office, to have the same closed, and forward me the balance; or if the whole should be sent me here, that I can deposite to the credit of the Treasurer of the United States the sum due; either course will suit me.

I have the honor to be, very respectfully, your most obedient servant,

ROBERT BUTLER.

The Hon. J. C. CALHOUN, *Secretary of War.*

Endorsed on the said letter is the following, in the handwriting of the Hon. John C. Calhoun, then Secretary of War.

"MR. LEE: The secretary to the commissioners to hold the Chickasaw treaty was to receive $5 per diem for the time actually engaged. General Jackson charges from the 20th September till the 31st October, and Col. Butler will be allowed for the same time, at $5 per diem; he will also be allowed $39 for expenses incurred while at Philadelphia, and on his journey to Florence."

The United States in account with John H. Eaton, Indian Commissioner, 1830. To treaties held with the Chickasaw and Choctaw tribes of Indians, by request of the President of the United States, to wit:

Mileage to Wheeling,	265 miles		
" Cincinnati,	260 "	*	
" Louisville,	150 "		
" Nashville,	180 "		
" Franklin,	18 "		
" Florence,	100 "		
" Columbus, Miss.	121 "		
" Dancing Rabbit,	54 "		
	1148 miles		
Double mileage - -	1148 "		2296
To wit: 2296 miles, a 40 cents, is -		$918 40	
14 days with the Chickasaw tribe, at $8 per day - - -		112 00	
14 days at Dancing Rabbit -		112 00	
5 with the secretary arranging journal and accounts - -		40 00	
1833. January 14.			
8 days with the Chickasaw tribe at Washington, by request of the Secretary of War - -		64 00	$1,246 40
* Deduct 28 miles: the distance by the P. O. book being 497, instead of 525 miles - - -			11 20
			$1,235 20

JOHN H. EATON.

This account is allowed. The claim being in conformity to the settled usages of the department. August 5, 1833.

JOHN ROBB, *Act'g Sec. War.*

Governor Eaton having requested my concurrence in the within decision, it is hereby given, as I have no doubt of the justice of the claim: though I consider the allowance fully sanctioned by the Acting Secretary of War, whose authority in the matter was complete. September 1, 1835. LEWIS CASS.

The within claim of J. H. Eaton for $1,235 20, to be paid by Captain Th. Hunt, disbursing agent, &c., (on the report of the 2d auditor, &c.,) out of the funds in his hands for an exchange of lands with the Indians.

OFFICE INDIAN AFFAIRS, *July 8th*, 1836.

C. A. HARRIS, *Commissioner.*

Approved, 8th July, 1836. L. C.

Dr. The United States in account current with John Pope, Superintendent of Indian Affairs. Cr.

By amount of his salary from 1st January, 1832, to the 30th July, 1834, at the rate of $500 per annum - $1,291 67

Allowed in settlement of July 1st, 1835.

Dr. *The United States to Surgeon T. Lawson, United States Army.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts	
Pay—							
For myself - -	31st Dec. 1835	1st June, 1836,	5	–	50 00	250 00	
For two private servants, not soldiers - -	do	do	5	–	12 00	60 00	
Forage—							
For three horses -	do	do	5	–	24 00	104 00	Two month's forage for one horse drawn in kind.
Clothing—							
For two private servants, not soldiers	do	do	5	–	5 00	25 00	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—							Cts.		
For myself - -	do	do	152	8	1216	N. Or. and Fld'a.	20	243 20	
For two private servants, not soldiers - -	do	do	152	–	304		20	60 80	

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any of the time therein charged; that I actually employed and kept in service the horse and private servants for the whole of the time charged, and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in the command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty, for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army for the number of years stated in the charge for the extra rations; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster C. Mapes, and to the month of December, 1835. I at the same time acknowledge, that I have received of C. Mapes, paymaster, this 1st day of June, 1836, the sum of seven hundred and forty dollars, being the amount and in full of said account.

TH. LAWSON, *Surgeon.*

Description of servants.						Pay. Subsistence. Forage. Clothing. Amount $
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
David - Lewis -	Slave do					

An officer of the army on furlough, volunteered in a corps of State troops, and served a campaign in Florida in the service United States. He was duly commissioned by the Governor of the State,

(in a different grade and capacity from his rank in the United States army,) and was mustered for payment as the other officers, &c., of the corps, were.

Is he entitled to pay in both capacities?

PAYMASTER GENERAL'S OFFICE,
Washington, April 13, 1837.

If the officer was on furlough, he ought to be paid for his services as a volunteer, and I am willing to admit it.

ALBION K. PARRIS, *Comptroller.*

I certify that I was on furlough or leave of absence as surgeon United States army, from 3d February to 15th May, 1836.

TH. LAWSON,
Late Lieutenant Colonel, Louisiana Volunteers.

WASHINGTON, 27*th April*, 1837.

DR. *The United States to Lieut. Col. Thomas Lawson, Louisiana Volunteers, in service U. S. Florida.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.		Amount.	Remarks.
	From.	To	Months.	Days.	Dolls.	Cts	Dolls. Cts	
Pay—								
For myself	3d Feb., 1836.	15th May, 1836.	3	13	60	00	204 74	
For two private servants, not soldiers	do	do	3	13	12	00	40 90	See field and staff roll of Col. P. F. Smith's regiment Louisiana volunteers.
Forage—								
For three horses	do	do	3	13	24	00	73 88	Pay Mr. Mape's account.
Clothing—								
For two private servants, not soldiers	do	do	3	13	5	00	17 05	Forage drawn in kind for one horse for one month—February, 1836.

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
					Cts.		
Subsistence—							
For myself for — years service	do	do	102	5	510	N. Orleans.	20	102 00	
For two private servants, not soldiers	do	do	102	2	204		20	40 80	
								479 41	

The United States vs. Delafield. 290. 105

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any of the time therein charged; that I actually employed and kept in service the horse and private servant, for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for; that for the time I have charged double rations as an engineer, I was actually in the command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for, and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged for; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in the command of a company for the whole time additional pay is charged; that I was actually in the command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army, for the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster ———, and to the —— day of ——, 18—. I at the same time acknowledge that I have received of Daniel Randall, paymaster, this 27th day of April, 1837, the sum of four hundred and seventy-nine dollars and forty-one cents, being the amount in full of said account.

Signed duplicates.

TH. LAWSON,
Lieut. Colonel Louisiana Volunteers.

Description of Servants.						
Name.	Complex'n.	Height.		Eyes.	Hair.	Pay. Subsistence. Forage. Clothing. Amount $
		Feet.	Inches			

Dr. ***The United States to Dr. Benjamin King, Surgeon General, ad interim.***

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	18th Oct. 1836	31st Dec. 1836	2	14	208 33	510 74	A vacancy having occurred in the office of Surgeon General of the United States, by the death of the late incumbent, I do hereby authorize and empower Benjamin King to perform the duties of that office until a successor be appointed, or such vacancy be otherwise filled.
Forage—							October 18, 1836.
For — horses.							Signed
Clothing—							ANDREW JACKSON.
For — private servants not soldiers.							
			No. of rations.	No. of rations per day.	Total No. of rations.	Post or place where due	Price of rat'n.
Subsistence—							Recorded in Department of State, 2d December, 1836.
For myself for — years' service.							A true copy from the original in my possession.
For — private serv'ts, not soldiers.							BENJ. KING, *Surg. Gen. ad int.*
						510 74	

I hereby certify, that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That, for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for, and that no officer, within my knowledge, has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in the command of a company for the whole time additional pay is charged for; that I have been in the United States service in the army for the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever, and that the last payment I received was from Paymaster ———, and to the — day of 18—. I at the same time acknowledge, that I have received of Daniel Randall, paymaster, this 10th day of February, 1837, the sum of five hundred and ten dollars seventy-four cents, being the amount, and in full of said account.

Signed duplicates. BENJAMIN KING.

Description of Servants.						
Name.	Complex'n.	Height.		Eyes.	Hair.	Pay. Subsistence. Forage. Clothing. Amount $
		Feet.	Inches			

Endorsement on the foregoing account.

"I consider Dr. King entitled to the emoluments of Surgeon General, so long as he shall continue to perform the duties under the acting appointment, there being no other officer entitled to them.

A. K. PARRIS, *Compt.*"

DR. *The United States to Benjamin King, Assistant Surgeon.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Oct. 1836	30th Nov. 1836	2	-	40 00	80 00	This voucher was suspended in settlement of Paymaster Randall's accounts, and charged to Dr. King in Oct. 1838. It was subsequently allowed him, per endorsement, as follows:
For 1 private servant, not soldier - -	do	do	2	-	6 00	12 00	
Forage—							
For 2 horses - -	do	do	2	-	16 00	32 00	
Clothing—							
For 1 private servant, not soldier - -	do	do	2	-	2 50	5 00	

2D COMPT'S OFFICE,
11*th June*, 1839.

Respectfully referred to the 2d Auditor.

In pursuance of the opinion of the Attorney General, and the decision of the Secretary of War, I am willing to allow an account for the pay, &c., of Dr. King, as assistant surgeon, agreeably to the opinion of General Macomb, sanctioned by the Secretary of War.

A. K. P.

Subsistence—	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
					Cts.	
For myself, for — y'rs service - -	61	8	488	Washington.	20	97 60
For 1 private servant, not soldier - -	61	1	61		20	12 20
						238 80

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged. That for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, and agreeably to law and regulation; that I was actually in the command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army for the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. P. Andrews, and to include the month of September, 1836. I at the same time acknowledge, that I have received of Daniel Randall, paymaster, this 2d day of December, 1836, the sum of two hundred and thirty-eight dollars and eighty cents, being the amount and in full of said account.

BENJAMIN KING, *Assist. Surg'n.*

Description of servants.						Pay. Subsistence. Forage. Clothing. Amount $
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
Joshua	Black	–	–	Black	Black	

Dr. *The United States to Major T. Cross, Acting Quartermaster General, U. S. A.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	23d July, 1836	23d July, 1837	12	-	104 00	1,248 00	
For 3 private servants, not soldiers - -	do	do	12	-	18 00	216 00	
Forage—							
For 5 horses -	do	do	12	-	40 00	480 00	
Clothing—							
For 3 private servants, not soldiers - -	do	do	12	-	7 50	90 00	

			No. of Days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—							Cts.		
For myself - -	do	do	365	12	4,380	Wash'ton, D. C.	20	876 00	
Do. - - -	do	do	365	12	4,380		20	876 00	As in charge of the Quartermaster's General department and bureau.
For 3 private servants, not soldiers - -	do	do	365	3	1,095		20	219 00	
								4,005 00	

The United States vs. Delafield.

290, 111

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged the extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time the additional ration is charged for; that I have been in the United States service in the army for the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster never paid before in this capacity, and to the day of , 18 . I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 25th day of July, 1837, the sum of four thousand and five dollars, being the amount and in full of said account.

Signed duplicates.

T. CROSS,
Acting Quartermaster General.

Description of servants.						
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
Charles	Black					
David	do					
Sarah	do					

Pay - -	$1,464 00
Subsistence -	1,971 00
Forage - -	480 00
Clothing -	90 00
Amount	$4,050 00

TREASURY DEPARTMENT,
Second Comptroller's Office, July 24, 1837.

The Attorney General having decided that Major Cross is entitled to the emoluments of the office of Quartermaster General during the time of his performing the duties thereof in the absence of General Jesup, payments to Major Cross, in conformity to that opinion, will be admitted.

Signed ALBION K. PARRIS,
Comptroller.

Dr. *The United States to Major T. Cross, Quartermaster U. S. A.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	23d July, 1836	28th Feb., 1837	7	9	60 00	437 41	
For 2 private servants, not soldiers - -	do	do	7	9	16 00	116 64	
Forage—							
Forage for 4 horses -	do	do	7	9	32 00	233 28	
Clothing—							
For 2 private servants, not soldiers - -	do	do	7	9	5 00	36 45	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n		
Subsistence—									
For myself for years' service - - -	do	do	221	4	884	–	20	176 80	
For 2 private servants, not soldiers - -	do	do	221	2	442	–	20	88 40	
								1,088 98	

I hereby certify that the foregoing account is accurate and just; that I have not received pay, or drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged, and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment I actually and legally held the appointment, and did duty in the department during the time charged for: that for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for, and that no officer, within my knowledge, has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in the command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station, for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service, in the army, the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever, and that the last payment I received was from Paymaster T. P. Andrews, and to the 22d July, 1836. I at the same time acknowledge that I have received of D. Randall, paymaster, this 15th day of March, 1837, the sum of one thousand and eighty-eight dollars ninety-eight cents, being the amount and in full of said account.

Signed duplicates.

T. CROSS,
Major and Quartermaster, U. S. A.

Description of Servants.						Pay. Subsistence. Forage. Clothing. Amount $
Name.	Complex'n.	Height.		Eyes.	Hair.	
		Feet.	Inches			
Charles Davy	Blackman Blackman					

The United States to Major General W. Scott, commissioner, &c. for extra expenses incurred while acting as commissioner under the Cherokee treaty, &c., from April to November, 1838, 244 days, inclusive, for which no vouchers have been procured to file with the account and memorandum of daily expenses; but the whole expenses ascertained to be $358 71.

I certify that the above account is just, and that the sum of $358 71 is due to me for extra expenses as charged.

WINFIELD SCOTT.

Washington, 27th Feb., 1839.

The above account allowed under the 10th and 13th sections of the law of 30th June, 1834; for although the account is general, yet as the travelling expenses of General Scott between April and November, and going from Washington to the Cherokee country must be very moderately computed not to exceed the above sum, I think it should be paid.

T. HARTLEY CRAWFORD.

Charge contingencies.

Treasury Department, 2d Auditor's Office, 22d March, 1839.

CHS. W. FORREST, *Clk.*

Treasury Department, 2d Comptroller's Office, March 25, 1839.

JNO. DAVIS, *Clk.*

WAR DEPARTMENT,
Washington, July 11, 1836.

Captain Cooper, of the 4th regiment of artillery, will, during the absence of Brevet Major Garland, take charge of the clothing bureau; and should Major Garland leave his present situation permanently, Captain Cooper will be considered as appointed to relieve him.

LEW. CASS.

DR. *The United States to Capt. S. Cooper, 4th Regiment Artillery.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st March, 1837	30th June, 1838	16	-	40 00	640 00	
For 1 private servant, not soldier - -	do	do	16	-	6 00	96 00	
Forage—							
For - horses.							
Clothing—							
For 1 private servant, not soldier - -	do	do	16	-	2 50	40 00	

Subsistence—			No. of days.	No. of rations per day.	Total No. of rations	Post or place where due.	Price of rat'n.		
							Cts.		
For myself for — y'rs service - -	do	do	487	4	1,948	Washton, D. C.	20	389 60	
Do. do. -	do	26th June, 1837	118	4	472		20	94 40	Double rations, in charge of clothing bureau.
For one private servant, not soldier -	do	30th June, 1838	487	1	487		20	97 40	
								1,357 40	

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I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for, and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster D. Randall, and to the last day of February, 1837. I at the same time I acknowledge, that I have received of T. P. Andrews, paymaster, this 15th day of August, 1838, the sum of thirteen hundred fifty-seven dollars and forty cents, being the amount and in full of said account.

Signed duplicates.

S. COOPER,
Capt. 4th Artillery.

Description of servants.						Pay -	$736 00
Name.	Complex'n	Height.		Eyes.	Hair.	Subsistence -	581 40
		Feet.	Inches			Forage -	-
						Clothing -	40 00
						Amount	$1,357 40
Henry	Blackman						

United States Dr. to J. J. Abert, commissioner.

To per diem from the 4th May to the 18th July, inclusive, being 76 days, at $8 per day, as a commissioner to carry into effect the Creek treaty of March, 1832 - -	$608 00
To mileage from Washington to the Creek agency and back to Washington, 1,544 miles, at $5 for every 20 miles - - - - - - -	385 80
	$1,093 80

I certify that the above account is correct.

J. J. ABERT, *Comm'r.*

Allowed.

JOHN ROBB,
Acting Secretary of War.

July 22, 1833.

Charge to appropriation, per account 20th Feb., 1833, for treaty transportation and contingencies.

Office Indian Affairs, July 22d, 1833.

D. KURTZ.

United States Dr. to John J. Abert, commissioner to the Creek Indians, in May, June, and July, 1833, to mileage for 1,544 miles, at $3 for every 20 miles, being the difference between five and eight dollars—five dollars having been before charged, and being according to precedents in similar cases, $231 60.

I certify that the above account is correct, and that the journey as charged was performed by me.

J. J. ABERT,
Lieut. Col. and Commissioner.

Allowed. L. C.

DR. *The United States to Br. Col. J. G. Totten, Lt. Col. U. S. Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.		Amount.	Remarks,
	From	To	Months.	Days.	Dolls.	Cts.	Dolls. Cts.	
Pay—								
For myself - -	1st Nov. 1837	31st Dec. 1837	2	–	60	00	121 00	
For 2 private servants, not soldiers - -	do	do	2	–	12	00	24 00	
Forage—								
For 3 horses - -	do	do	2	–	24	00	48 00	
Clothing—								
For 2 private servants, not soldiers - -	do	do	2	–	5	00	10 00	
			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
Subsistence—							Cts.	
For myself, for – year's service - - -	do	do	61	10	610	Fort Adams, Newport Harbor, R. I.	20	122 00
For 2 private servants, not soldiers - -	do	do	61	2	122		20	24 40
								348 40

I hereby certify, that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That, for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty, of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer, within my knowledge, has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty and had a command according to my brevet rank, agreeably to law and regulations; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service, in the army, the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster Herring, and to the 31st day of October, 1837.

I at the same acknowledge, that I have received of D. S. Townsend, paymaster, this first day of January, 1838, the sum of three hundred and forty-eight dollars and forty cents, being the amount and in full of said account.

Signed duplicates.

JOS. G. TOTTEN,
Lieut. Col. Engs. Brevet Col.

Description of servants.						Pay. Subsistence. Forage. Clothing. Amount $
Names.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
Mary Denman	Light.	5	3	Blue.	Brown.	
Isaac	Black.	5	10	Black.	Black.	

DR. *The United States to Brevet Col. J. G. Totten, Lt. Col. U. S. Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Jan., 1838	28th Feb., 1838	2	–	60 00	120 00	
For two private servants, not soldiers -	do	do	2	–	12 00	24 00	
Forage—							
For two horses -	do	do	2	–	24 00	48 00	
Clothing—							
For two private servants, not soldiers -	do	do	2	–	5 00	10 00	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
					cts.		
Subsistence—							
For myself - -	59	10	590	F. Adams, Newport Harbor, R. I.	20	118 00	
For two private servants, not soldiers -	59	2	118		20	23 60	
						343 60	

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster Townsend, and to the 31st day of December, 1837. I at the same time acknowledge that I have received of D. S. Townsend, paymaster, this 18th day of March, 1838, the sum of three hundred and forty-three dollars and sixty cents, being the amount and in full of said account.

Signed duplicates. JOS. G. TOTTEN,
Lt. Col. Engs. Brevet Col.

Description of Servants.						
Names.	Complexion.	Height.		Eyes.	Hair.	Pay. Subsistence. Forage. Clothing. Amount $
		Feet.	Inches.			
Mary Denman.	Light.	5	3	Blue.	Brown.	
Isaac.	Black.	5	10	Black.	Black.	

The United States to Capt. A. Mordecai, to per diem allowance whilst on special duty in the War Department, (in obedience to the annexed orders,) from the 1st June to 30th November, 1832, being 183 days, at $3 a day - - $549 00

The above charge is allowed, and will be paid out of the appropriation for contingencies of the army.

LEW. CASS.

Received, Washington, March 7, 1833, of Major Trueman Cross, quartermaster U. States army, the sum of five hundred forty-nine dollars, in full of the above account.

Signed in duplicate.

A. MORDECAI,
Capt. Ord. Dep't.

DEPARTMENT OF WAR, *June 1st*, 1832.

SIR: The special duty in this department for which you have been detailed, is that of aiding me in effecting the object of a resolution of the House of Representatives, relative to a revision of the laws concerning the military establishment, a copy of which resolution is annexed.

You will, at once, make arrangements for the performance of this duty in such a manner as your judgment may suggest, and agreeably to the instructions you may from time to time receive from the Secretary of War.

Respectfully, &c. Sd. LEW. CASS.

Lieut. ALFRED MORDECAI,
Corps of Engineers, Washington.

DR. *The United States to Capt. Richard Delafield, Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.		Amount.	Remarks.
	From	To	Months.	Days.	Dolls.	Cts.	Dolls. Cts	
Pay—								
For myself - -	1st Jan'y, 1829	30th June, 1829	6	–	40	00	240 00	
Ditto - -	24th May, 1828	31st May, 1828	–	8	10	00	2 58	Difference of pay between 1st lieutenant and captain.
For one private servant, not soldier - -	1st Jan'y, 1829	30th June, 1829,	6	–	5	00	30 00	
Forage—								
For — horses.								
Clothing—								
For private servant, not soldier - -	do	do	6	–	2	50	15 00	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—								Cts.	
For myself - -	do	do	181	4	724	Fort Jackson, Louisiana.	20	144 80	
Ditto - -	1st Aug., 1828	do	334	4	1336		20	267 20	Double rations, as commanding or senior engineer officer.
For one private servant, not soldier - -	1st Jan'y, 1829	do	181	1	181		20	36 20	
								735 78	

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I hereby certify that the foregoing account is accurate and just; that I have not received pay, drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service, the horse and private servants for the whole of the time charged, and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations, as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double-ration post charged for; and that no officer, within my knowledge, has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation, during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster Thomas Wright, and to the 31st day of December, 1828.

I at the same acknowledge, that I have received of Major D. Randall, paymaster, this 30th day of June, 1829, the sum of seven hundred and thirty-five dollars and seventy-eight cents, being the amount and in full of said account.

Signed duplicates. RICHARD DELAFIELD,
Captain of Engineers.

Description of Servant.						
Name.	Complexion.	Height.		Eyes.	Hair.	Pay. $ Subsistence. Forage. Clothing. Amount $
		Feet.	Inches			
Peter	Black	5	–	Black	Black	

DR. *The United States to Capt. Richard Delafield, Engineer Corps.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st July, 1829	31st Dec. 1829	6	–	40 00	240 00	
For one private servant, not soldier -	do	do	6	–	5 00	30 00	
Forage—							
For — horses.							
Clothing—							
For one private servant, not soldier -	do	do	6	–	2 50	15 00	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n		
					Cts.		
Subsistence—							
For myself - -	184	8	1472	Fort Jackson, Louisiana.	20	294 40	
For one private servant, not soldier -	184	1	184		20	36 80	
						616 20	

I certify that I was charged with the construction of Fort Jackson, Louisiana, during the time charged in this account.
R. DELAFIELD,
Capt. Engineers.

See order of the War Department, of 1st August, 1828.

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I hereby certify that the foregoing account is accurate and just; that I have not drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I was actually and legally appointed, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged. That for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster D. Randall, and to the 30th day of June, 1829. I at the same time acknowledge, that I have received of D. Randall, paymaster, this 20th day of January, 1830, the sum of six hundred and sixteen dollars and twenty cents, being the amount and in full of said account.

Signed duplicates. RICHARD DELAFIELD,
Captain Engineers.

Description of servant.						Pay. Subsistence. Forage. Clothing. Amount $
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
Bryent.	Light.	5	10	Blue.	Red.	

Dr. the United States to Wm. H. C. Bartlett, lieutenant of engineers, for per diem allowance while on bureau duty in the office of the chief engineer, at Washington city, from the 1st Feb., 1833, to 28th Feb., 1833, 28 days, at $1 25, $35 00.

I certify on honor that the above account is correct; that I have not been on furlough for any part of the time charged; and that I am not in arrears to the United States on any account whatever.

WM. H. C. BARTLETT,
Lieut. and Assist. to Chief Eng'r.

Received, Washington, Feb. 28, 1833, of Major Trueman Cross, quartermaster U. S. army, the sum of thirty-five dollars, in full of the above account.

Signed in duplicate.

WM. H. C. BARTLETT,
Lieut. and Assist. to Chief Eng'r.

NOTE.—Lieut. Bartlett received per diem allowance (as above) from 2d July, 1832, to 20th Sept., 1833.

DR. *The United States to William H. C. Bartlett, 2d Lieutenant Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Feb., 1833	28th Feb., 1833	1	–	25 00	25 00	
For 1 private servant, not soldier -	do	do	1	–	5 00	5 00	
Forage—							
For — horses.							
Clothing—							
For 1 private servant, not soldier -	do	do	1	–	2 50	2 50	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due	Price of rat'n.		
Subsistence—					Cts.		
For myself for — years' service - -	do	do	28	4	112	Wash'n, D. C.	20	22 40	
For 1 private servant, not soldier -	do	do	28	1	28	Wash'n, D. C.	20	5 60	
								60 50	

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged, and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment I actually held the appointment, and did duty in the department during the time charged for: that for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer, within my knowledge, has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station, for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service, in the army, the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever, and that the last payment I received was from Paymaster E. Kirby, and to the 31st day of January, 1833. I at the same time acknowledge, I that have received of T. P. Andrews, paymaster, this 28th day of February, 1833, the sum of sixty dollars and fifty cents, being the amount and in full of said account.

Signed duplicates. WM. H. C. BARTLETT,
*Lieut. of Engineers.**

Description of servant.						
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
Eli.	Black.	4	8	Black.	Black.	

Pay -	$30 00
Subsistence -	28 00
Forage.	
Clothing - -	2 30
Amount	$60 30

* Endorsed on said account is the following note—Lieut. Wm. H. C. Bartlett received his regular pay and emoluments as Lieutenant of Engineers, from 2d July, 1832, to 20th September, 1833, the period during which he received extra allowance as a bureau officer.

Dr. the United States to Lieut. Alfred Mordecai, for per diem allowance while on bureau duty in the office of the chief engineer at Washington city, from the 1st July, 1828, to the 30th September, 1828, 92 days, at $1 25, $115 00.

I certify on honor that the above account is correct; that I have not been on furlough for any part of the time charged; and that I am not indebted to the United States on any account whatever.

A. MORDECAI,
Lieut. Engineers.

Received, Washington, October 28, 1828, of Major T. Cross, quartermaster U. S. army, the sum of one hundred and fifteen dollars in full of the above account.

Signed in duplicate. A. MORDECAI,
Lieut. Eng'r, Assist. to Chief Eng'r.

Captain Mordecai received a per diem allowance (as above) from 20th April, 1828, to 24th September, 1830, and from 6th November, 1830, to 31st May, 1832.

DR. *The United States to 2d Lieut. Alfred Mordecai, of the Corps Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st May, 1828	31st May, 1828	1	–	25 00	25 00	
For 1 private servant, not soldier - -	do	do	1	–	5 00	5 00	
Forage—							
For — horses.							
Clothing—							
For 1 private servant, not soldier - -	do	do	1	–	2 50	2 50	
			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.
Subsistence—							Cts.
For myself, for — y'rs service - -	do	do	31	3	93	Wash'ton, D. C.	20	18 60	I have omitted for the present to charge the additional ration under the law of the 2d March, 1827; to which I, however, consider myself entitled.
For 1 private servant, not soldier - -	do	do	31	1	31		20	6 20	
								57 30	

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged, and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the term charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, and agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty, for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra rations; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster C. H. Smith and to the 1st day of May, 1828. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 1st day of June, 1828, the sum of fifty-seven dollars and thirty cents, being the amount and in full of said account.

Signed duplicates. A. MORDECAI, *Lieut. Eng's.*

Description of servant.						
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
	Black man					

Pay - -	$30 00
Subsistence -	24 80
Forage - -	
Clothing -	2 50
Amount	$57 30

DR. *The United States to Alfred Mordecai, 2d Lieut. of the Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts	
Pay—							
For myself - -	1st July, 1828	31st July, 1828,	1	–	25 00	25 00	
For 1 private servant, not soldier - -	both do	inclusive do	1	–	5 00	5 00	
Forage—							
For — horses - -							
Clothing—							
For 1 private servant, not soldier - -	do	do	1	–	2 50	2 50	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
Subsistence—					Cts.	
For myself for — years service - -	31	3	93	Wash'ton, D. C.	20	18 60
For 1 private servant, not soldier - -	31	1	31		20	6 20
						57 30

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I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant, for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for; that for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for, and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, agreeably to law and regulations; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army, the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. P. Andrews, and to the 30th day of June, 1828. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, the sum of fifty-seven dollars and thirty cents, being the amount and in full of said account.

Signed duplicates. A. MORDECAI, *Lieut. Eng's.*

Description of Servant.						
Name.	Complex'n.	Height.		Eyes.	Hair.	
		Feet.	Inches			
Black	man.					

Pay -	$30 00
Subsistence -	24 80
Forage.	
Clothing - -	2 50
Amount	$57 30

Dr. *The United States to Alfred Mordecai, 2d Lieutenant Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Aug. 1828	31st Aug. 1828 both inclusive.	1	-	25 00	25 00	
For 1 private servant, not soldier - -	do	do	1	-	5 00	5 00	
Forage—							
For —— horses.							
Clothing—							
For 1 private servant, not soldier - -	do	do	1	-	2 50	2 50	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n		
Subsistence—								Cts.	
For myself for – years' service - - -	do	do	31	3	93	Washington, D.C.	20	18 60	
For 1 private servant, not soldier - -	do	do	31	1	31		20	6 20	
								57 30	

The United States vs. Delafield. 3/2, 137

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty, of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for, and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. P. Andrews, and to the 31st day of July, 1828. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 1st day of September, 1828, the sum of fifty-seven dollars and thirty cents, being the amount and in full of said account.

Signed duplicates.

A. MORDECAI,
Lieut. Eng'rs, Ass't Ch'f Eng'r.

Description of servant.						Pay - -	$30 00
Name.	Complex'n	Height.		Eyes.	Hair.	Subsistence -	24 80
		Feet.	Inches			Forage.	
						Clothing - -	2 50
						Amount	$57 30
	Blackman						

DR. *The United States to Alfred Mordecai, 2d Lieutenant Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	Sept. 1st, 1828	Sept. 30th, 1828	1	–	25 00	25 00	
For one private servant, not soldier - -	do	do	1	–	5 00	5 00	
Forage—							
For — horses.							
Clothing—							
For one private servant, not soldier - -	do	do	1	–	2 50	2 50	

			No. of Days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
							Cts.		
Subsistence—									
For myself - -	do	do	30	3	90	Wash'ton, D. C.	20	18 00	
For one private servant, not soldier - -	do	do	30	1	30		20	6 00	
								36 50	

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the *the* term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. P. Andrews, and to the 31st day of August, 1828. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, the 1st day of October, 1828, the sum of fifty-six dollars and fifty cents, being the amount and in full of said account.

Signed duplicates. A. MORDECAI,
Lieut. Eng'r, Asss't Chief Eng'r.

Description of Servant.						
Name.	Complex'n.	Height.		Eyes.	Hair.	
		Feet.	Inches			
	Colored man.					

Pay - -	30 00
Subsistence -	24 00
Forage.	
Clothing - -	2 50
Amount	$56 50

On the foregoing account is the following endorsement, to wit:

NOTE.—Captain A. Mordecai received his regular pay and emoluments as an officer of the engineer corps during the same period that he received his per diem allowance as a bureau officer.

DR. *The United States to Lieut. Col. K. W. Armistead, Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st April, 1818	31st Aug., 1818	5	–	60 00	300 00	
For two private servants, not soldiers -	do	do	5	–	10 00	50 00	
Forage—							
For 3 horses -	do	do	5	–	24 00	120 00	
Clothing—							
For two private servants, not soldiers -	do	do	5	–	6 20	31 00	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
								cts.	
Subsistence—									
For myself - -	do	do	153	5	765	Washington.	20	153 00	
For two private servants, not soldiers -	do	do	153	2	306		20	61 20	
								715 20	

The United States vs. Delafield. 3/4 #1

I hereby certify, that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and *done* duty in the department during the time charged for. That, for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer, within my knowledge, has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster Satterlee Clark, and to the 31st day of March, 1818. I at the same time acknowledge, that I have received of Paymaster Clark, this 31st day of August, 1818, the sum of seven hundred and fifteen dollars and twenty cents, being the amount in full of said account.

Signed duplicates. W. K. ARMISTEAD.

Description of Servants.						
Name.	Complex'n.	Height.		Eyes.	Hair.	
		Feet.	Inches			
Jack	Black	5	6			
Melvina		5	3			

Pay - - -	$350 00
Subsistence	214 20
Forage	120 00
Clothing	31 00
Amount	$715 20

Dr. *The United States to Lieut. Col. W. K. Armistead, Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Nov. 1818	31st Dec. 1818	2	–	60 00	120 00	
For 2 private servants, not soldiers - -	do	do	2	–	10 00	20 00	
Forage—							
For 1 horse - -	do	do	2	–	8 00	16 00	
Clothing—							
For 2 private servants, not soldiers - -	do	do	2	–	6 20	12 40	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
								Cts.	
Subsistence—									
For myself, - -	do	do	61	5	305	Wash'ton, D. C.	20	61 00	
For 2 private servants, not soldiers - -	do	do	61	2	122		20	24 40	
								253 80	

The United States vs. Delafield. 315-143

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and done duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged. That for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster Satterlee Clark, and to the 31st day of October, 1818. I at the same time acknowledge, that I have received of Paymaster Clark, this 31st day of December, 1818, the sum of two hundred and fifty-three dollars and eighty cents, being the amount and in full of said account.

Signed duplicates. W. K. ARMISTEAD.

Description of servants.						
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
Jack -	Black.	5	6			
Melville	do.	4	3			

Pay -	$140 00
Subsistence -	85 40
Forage -	16 00
Clothing -	12 40
Amount	$253 80

DR. *The United States to Col. W. K. Armistead, Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st January, 1819	28th Feb., 1819	2	–	75 00	150 00	
Ditto - -	12th Nov., 1818	31st Dec., 1818	1	14	15 00	22 50	Difference between lieutenant col. and colonel.
For 2 private servants, not soldiers - -	1st Jan., 1819	28th Feb., 1819	2	–	10 00	20 00	
Forage—							
For 1 horse - -	do	do	2	–	8 00	16 00	
Clothing—							
For 2 private servants, not soldiers - -	do	do	2	–	6 20	12 40	

	No. of days.	No. of rations per day.	Total No. of rations	Post. or place where due.	Price of rat'n.		
Subsistence—					Cts.		
For myself - -	59	12	708	Wash'ton.	20	141 60	Double rations, by order of Secretary of War, received 5 rations per day for this time—entitled to 12.
Do. - -	45	7	315		20	63 00	
For two private servants, not soldiers -	59	2	118		20	23 60	
						449 10	

The United States vs. Delafield. 310, 145

I hereby certify, that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That, for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty, of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer, within my knowledge, has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service, in the army, the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster Satterlee Clark, and to the 31st day of December, 1818. I at the same time acknowledge, that I have received of Paymaster Clark, this 28th day of February, 1819, the sum of four hundred and forty-nine dollars and ten cents, being the amount and in full of said account.

Signed duplicates. W. K. ARMISTEAD.
Col. Engineers.

Description of servants.

Name.	Complex'n	Height.		Eyes.	Hair.
		Feet.	Inches		
Jack	Black	5	6		
Melvina	Black.	5	2		

Pay - -	$192 50
Subsistence -	228 20
Forage - -	16 00
Clothing - -	12 40
Amount,	$449 10

DR. *The United States to Captain Henry Smith, 6th Reg't Inf'y, U. S. Army.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st July, 1836	31st Aug., 1836	2	–	40 00	80 00	
For 1 private servant, not soldier -	do	do	2	–	6 00	12 00	
Forage—							
For — horses.							
Clothing—							
For 1 private servant, not soldier -	do	do	2	–	2 50	5 00	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due	Price of rat'n.		
					Cts.		
Subsistence—							
For myself - -	62	4	248	Monroe.	20	49 60	
For 1 private servant, not soldier -	62	1	62		20	12 40	
						159 00	

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatever; and that the last payment I received was from Paymaster B. F. Larned, and to the 30th day of June, 1836. I at the same time acknowledge that I have received of Paymaster Larned, this 10th day of September, 1836, the sum of one hundred and fifty-nine dollars, being the amount and in full of said account.

Signed duplicates. H. SMITH, *Capt. 6th Reg't.*

Description of Servant.						
Name.	Complexion.	Height.		Eyes.	Hair.	Pay. Subsistence. Forage. Clothing. Amount $
		Feet.	Inches.			
John Ott	White man					

DR. *The United States to Capt. Henry Smith, of the 6th Reg't of Infantry, U. S. Army.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Sept., 1836	31st Oct., 1836	2	–	40 00	80 00	
For one private servant, not soldier -	do	do	2	–	6 00	12 00	
Forage—							
For — horses.							
Clothing—							
For one private servant, not soldier -	do	do	2	–	2 50	5 00	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n		
							Cts.		
Subsistence—									
For myself - -	do	do	61	4	244	Monroe.	20	48 80	
For one private servant, not soldier -	do	do	61	1	61		20	12 20	
								158 00	

The United States vs. Delafield. 3/8. 149

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service, the horse and private servant for the whole of the time charged, and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations, as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding at the double-ration post charged for; and that no officer, within my knowledge, has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation, during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster B. F. Larned, and to the 31st day of August, 1836.

I at the same acknowledge, that I have received of B. F. Larned, paymaster, this 31st day of October, 1836, the sum of one hundred and fifty-eight dollars, being the amount and in full of said account.

Signed duplicates.

H. SMITH,
Capt. 6th Reg't.

Description of Servant.						
Name.	Complexion.	Height.		Eyes.	Hair.	Pay. $ Subsistence. Forage. Clothing. Amount $
		Feet.	Inches			
John Ott -	White man					

DR. *The United States to Major General W. Scott, U. S. Army.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.		Amount.	Remarks.
	From	To	Months.	Days.	Dolls.	Cts.	Dolls.	Cts.	
Pay—									
For myself - -	1st May, 1838	31st July, 1838	3	–	200	00	600	00	
For 4 private servants, not soldiers - -	do	6th July, 1838	2	6	24	00	52	64	
Do. - - - -	7th July, 1838	31st July, 1838	2	25	28	00	22	57	Difference under new law.
Forage—									
For 7 horses . -	1st May, 1838	do	3	–	56	00	168	00	
Clothing—									
For 4 private servants, not soldiers - -	do	do	3	–	10	00	30	00	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.			
							Cts.			
Subsistence—										
For myself - -	do	do	92	30	2760	Fort Cass, E. Tenn.	20	550	00	
For 4 private servants, not soldiers - -	do	do	92	4	368		20	73	60	
								1,496	81	

The United States vs. Delafield. 3 1/2 151

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. P. Andrews, and to the 30th day of April, 1838. I at the same time acknowledge, that I have received of Paymaster Larned, this 31st day of July, 1838, the sum of fourteen hundred and ninety-six dollars and eighty-one cents, being the amount and in full of said account.

Signed duplicates. WINFIELD SCOTT.

Description of servants.						
Names.	Complex'n	Height.		Eyes.	Hair.	Pay. Subsistence. Forage. Clothing. Amount $
		Feet.	Inches			
Simeon	Black					
Thomas	Do					
Rachel	Mulatto					
David	Black					

Dr. *The United States to Major General W. Scott, United States Army.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Aug. 1838	30th Sept. 1838	2	–	200 00	400 00	
For 4 private servants, not soldiers - -	do	do	2	–	28 00	56 00	Commanding Eastern division.
Forage—							
For 7 horses - -	do	do	2	–	56 00	112 00	
Clothing—							
For 4 private servants, not soldiers - -	do	do	2	–	10 00	20 00	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
							Cts.		
Subsistence—									
For myself, - -	do	do	61	30	1830	–	20	366 00	
For 4 private servants, not soldiers - -	do	do	61	4	241	–	20	48 80	
								1,002 80	

The United States vs. Delafield. 320

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged, and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant soldiers from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That at the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty, for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster B. F. Larned, and to the 31st day of July, 1838. I at the same time acknowledge, that I have received of Paymaster, R. Bennett, 30th September, 1838, the sum of one thousand two dollars and eighty cents, being the amount and in full of said account.

Signed duplicates. WINFIELD SCOTT.

Description of servants.						
Names.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
Anthony	White					
David	Black					
Thomas	Do					
Rachel	Mulatto					

Pay - -	$456 00
Subsistence -	414 80
Forage - -	112 00
Clothing -	20 00
Amount	$1,002 80

DR. *The United States to Winfield Scott, Brevet Major General United States Army.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts	
Pay—							
For myself - -	1st Oct., 1838	31st Dec., 1838,	3	-	200 00	600 00	
For 4 private servants, not soldiers - -	do	do	3	-	28 00	84 00	
Forage—							
For 7 horses - -	do	do	3	-	56 00	168 00	
Clothing—							
For 4 private servants, not soldiers - -	do	do	3	-	10 00	30 00	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—							Cts.		
For myself - -	do	do	92	30	2,760	New York.	20	552 00	Double rations.
For 4 private servants, not soldiers - -	do	do	92	4	368		20	73 60	Commanding E. division of the army.
								1,507 60	

[REC. LXXXIII, J. T. 1843.]—21

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty, of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for, and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in the command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster, not remembered, and to September, 1838. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 17th day of January, 1839, the sum of fifteen hundred and seven dollars and sixty cents, being the amount and in full of said account.

Signed duplicates. WINFIELD SCOTT.

Description of Servants.						Pay. Subsistence. Forage. Clothing. Amount $
Names.	Complex'n.	Height.		Eyes.	Hair.	
		Feet.	Inches			
Simon	Black.					
David	Do.					
Rachel	Do.					
Nannette	White	5	–	–	Dark.	

DR. *The United States to 2d Lieutenant R. E. Lee, Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.		Amount.	Remarks.
	From	To	Months.	Days.	Dolls.	Cts.	Dolls. Cts.	
Pay—								
For myself - -	1st Oct., 1834	31st Dec., 1834	3	–	25	00	75 00	
For 1 private servant, not soldier - -	do	do	3	–	6	00	18 00	
Forage—								
For —— horses.								
Clothing—								
For 1 private servant, not soldier - -	do	do	3	–	2	50	7 50	
			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n	
Subsistence—							Cts.	
For myself - -	do	do	92	4	368	Fort Calhoun, and Washington.	20	73 60
Commanding engineer -	do	do	37	4	148		20	29 60
For 1 private servant, not soldier - -	do	do	92	1	92		20	18 40
								222 10

At Fort Calhoun, Hampton Roads, to 6th November.

The United States vs. Delafield.

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I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant, for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for; that for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for, and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army, the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster C. H. Smith, and to the 30th day of September, 1834. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 19th day of January, 1835, the sum of two hundred and twenty-two dollars and ten cents, being the amount and in full of said account.

Signed duplicates. R. E. LEE, *Lieut. Engineers.*

Description of servant.						
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
Dick	Dark	5	5	Dark	Dark.	

Pay - -	$93 00
Subsistence -	121 60
Forage.	
Clothing - -	7 50
Amount	$222 10

DR. *The United States to 2d Lieut. R. E. Lee, of the Corps Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Jan., 1835	1st Feb., 1835	1	–	25 00	25 00	
For 1 private servant, not soldier - -	do	do	1	–	6 00	6 00	
Forage—							
For — horses.							
Clothing—							
For 1 private servant, not soldier - -	do	do	1	–	2 50	2 50	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
					Cts.	
Subsistence—						
For myself - -	31	4	124	Washington.	20	24 80
For 1 private servant, not soldier - -	31	1	31		20	6 20
						64 50

The United States vs. Delafield.

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I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged, and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for: that for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer, within my knowledge, has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, and agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station, for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service, in the army, the number of years stated in the charge for the extra rations; that I am not in arrears with the United States on any account whatsoever, and that the last payment I received was from Paymaster T. P. Andrews, and to the 1st day of January, 1835. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 31st day of January, 1835, the sum of sixty-four dollars and fifty cents, being the amount and in full of said account.

Signed duplicates. R. E. LEE, *Lieut. Engs.*

Description of servant.						
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
Dick -	Dark.	5	5	Dark.	Dark.	

Pay - -	$31 00
Subsistence -	31 00
Forage.	
Clothing - -	2 50
Amount	$64 50

DR. *The United States to Lieutenant R. E. Lee, Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.		Amount.	Remarks.
	From	To	Months.	Days.	Dolls.	Cts.	Dolls.	Cts.
Pay—								
For myself - -	1st Feb. 1835	1st Mar. 1835	1	–	25	00	25	00
For one private servant, not soldier - -	do	do	1	–	6	00	6	00
Clothing—								
For one private servant, not soldier - -	do	do	1	–	2	50	2	50

			No. of Days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n. Cts.		
Subsistence—									
For myself - -	do	do	28	4	112	Wash'ton, D. C.	20	22	40
For one private servant, not soldier - -	do	do	28	1	28		20	5	60
								61	50

The United States vs. Delafield.

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I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged. That for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. P. Andrews, and to the 1st day of February, 1835. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 28th day of February, 1835, the sum of sixty-one dollars fifty cents, being the amount and in full of said account.

Signed duplicates. R. E. LEE, *Lieut of Engs.*

Description of servant.						
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
Dick	Dark	5	5	Dark	Dark.	

Pay -	$31 00
Subsistence -	28 00
Forage.	
Clothing -	2 50
Amount	$61 50

Dr. *The United States to 2d Lieut. R. E. Lee, of the Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st March, 1835	31st March, 1835	1	–	25 00	25 00	
For one private servant, not soldier -	do	do	1	–	6 00	6 00	
Forage—							
For – horses.							
Clothing—							
For one private servant, not soldier -	do	do	1	–	2 50	2 50	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
					cts.	
Subsistence—						
For myself - -	31	4	124	Washington.	20	24 80
For one private servant, not soldier -	31	1	31		20	6 20
						64 50

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That, for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer, within my knowledge, has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. P. Andrews, and to the 1st day of March, 1835. I at the same acknowledge, that I have received of T. P. Andrews, paymaster, this 31st day of March, 1835, the sum sixty-four dollars and fifty cents, being the amount and in full of said account.

Signed duplicates. R. E. Lee, *Lt. Engs.*

Description of servant.						
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
Dick.	Dark.	5	5	Dark.	Dark.	

Pay - -	$31 00
Subsistence - -	31 00
Forage - -	
Clothing - -	2 50
Amount	$64 50

Dr. *The United States to Lieut. Geo. W. Cullum, of the Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Nov., 1834	31st Dec., 1834	2	-	25 00	50 00	
For 1 private servant, not soldier - -	do	do	2	-	6 00	12 00	
Clothing—							
For 1 private servant, not soldier - -	do	do	2	-	2 50	5 00	

			No. of days.	No. of rations per day.	Total No. of rations	Post or place where due.	Price of rat'n.		
Subsistence—							Cts.		
For myself - -	do	do	61	4	244	Wash'gton, D. D.	20		
For one private servant, not soldier -	do	do	61	1	61		20	61 00	
					305			128 10	

The United States vs. Delafield.

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I hereby certify, that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That, for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty, of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer, within my knowledge, has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service, in the army, the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster E. Kirby, and to the 1st day of November, 1834. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 15th day of January, 1835, the sum of one hundred and twenty-eight dollars, being the amount and in full of said account.

Signed duplicates.

GEO. W. CULLUM,
Bt. 2d Lt. of Engs.

Description of Servant.						
Name.	Complex'n.	Height.		Eyes.	Hair.	
		Feet.	Inches			
Charles	Dark	5	6	Dark	Dark.	

Pay - - -	$62 00
Subsistence -	61 00
Forage.	
Clothing - -	5 00
Amount	$128 00

Dr. ***The United States to Lieut. George W. Cullum, of the Corps of Engineers.***

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Jan., 1835	31st Jan., 1835	1	–	25 00	25 00	
For 1 private servant, not soldier -	do	do	1	–	6 00	6 00	
Forage—							
For — horses.							
Clothing—							
For 1 private servant, not soldier -	do	do	1	–	2 50	2 50	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due	Price of rat'n.	
					Cts.	
Subsistence—						
For myself - -	31	4	124	Wash'n, D. C.	20	
For 1 private servant, not soldier -	31	1	31		20	31 00
			155			64 50

The United States vs. Delafield.

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I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service, the horse and private servant for the whole of the time charged, and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant . soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations, as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double-ration post charged for; and that no officer, within my knowledge, has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation, during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. P. Andrews, and to the 1st day of January, 1835.

I at the same time acknowledge, to have received of T. P. Andrews, paymaster, this 1st day of February, 1835, the sum of sixty-four dollars and fifty cents, being the amount and in full of said account.

Signed duplicates.

GEO. W. CULLUM,
Brevet 2d Lieut. of Engineers.

Description of Servant.						
Name.	Complex'n.	Height.		Eyes.	Hair.	
		Feet.	Inches			
Charles	Dark.	5	6	Dark.	Dark.	

Pay - -	31 00
Subsistence -	31. 00
Forage.	
Clothing - -	2 50
Amount	$64 50

Dr. *The United States to Lieutenant George W. Cullum, of the Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.		Amount.	Remarks.
	From	To	Months.	Days.	Dolls.	Cts.	Dolls.	Cts.
Pay—								
For myself - -	1st Feb. 1835	28th Feb. 1835	1	-	25	00	25	00
For one private servant, not soldier - -	do	do	1	-	6	00	6	00
Forage—								
For — horses.								
Clothing—								
For one private servant, not soldier - -	do	do	1	-	2	50		

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—							Cts.		
For myself - -	do	do	28	4	112	Washington, D. C.	20		
For one private servant, not soldier - -	do	do	28	1	28		20	28	00
					140			61	50

The United States vs. Delafield. 328 169

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole time charged; and that I did not, during the whole term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or for any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. P. Andrews, and to the 1st day of February, 1835. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 1st day of March, 1835, the sum of sixty-one dollars fifty cents, being the amount and in full of said account.

Signed duplicates. GEO. W. CULLUM,
Brevet 2d Lieut. of Engineers.

Description of servant.						
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
Charles	Dark	5	6	Dark	Dark.	

Pay - -	$31 00
Subsistence -	28 80
Forage.	
Clothing - -	2 50
Amount	$61 50

DR. *The United States to Lieutenant George W. Cullum, of the Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st March, 1835	31st March, 1835	1	–	25 00	25 00	
For one private servant, not soldier -	do	do	1	–	6 00	6 00	
Forage—							
For — horses.							
Clothing—							
For one private servant, not soldier -	do	do	1	–	2 50	2 50	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n	
					Cts.	
Subsistence—						
For myself - -	31	4	124	Washington.	20	
For one private servant, not soldier -	31	1	31		20	31 00
			155			64 50

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in the command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army for the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. P. Andrews, and to the 1st day of March, 1835. I at the same time acknowledge that I have received of T. P. Andrews, paymaster, this 1st day of April, 1835, the sum of sixty-four dollars and fifty cents, being the amount and in full of said account.

Signed duplicates.

GEO. W. CULLUM,
Brevet 2d Lieut. of Engineers.

Description of servant.						
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
Charles	Dark	5	6	Dark	Dark.	

Pay -	$31 00
Subsistence	31 00
Forage.	
Clothing -	2 50
Amount	$64 50

DR. *The United States to William H. C. Bartlett, 2d Lieutenant of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—				–			
For myself - -	1st March, 1833	31st Mar., 1833	1		25 00	25 00	
For 1 private servant, not soldier - -	1st do	2d do	2	at	5 and 6	5 96	
	2d do	31st do	29	days			
Forage—							
For — horses - -							
Clothing—							
For 1 private servant, not soldier - -	1st do	31st do	1	–	2 50	2 50	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
					Cts.		
Subsistence—							
For myself, - - do	do	31	4	124	Washington, D. C.	20	24 80
For 1 private servant, not soldier - - do	do	31	4	31		20	6 20
							64 46

The United States vs. Delafield.

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Description of servant.						
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
A. Johnson	Black	5	10	Black	Black.	

Pay - -	$30 96
Subsistence -	31 00
Forage.	
Clothing - -	2 50
Amount	$64 46

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of thereof, for any part of the time herein charged; that I actually employed and kept in service the horse and private servant, for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servants; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and that I was the actual and only commanding officer at the double ration post charged for; that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that I was actually in the command of a company for the whole time additional pay is charged; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time the additional ration is charged; that for the whole time brevet pay is charged, I was on duty, and had a command according to my brevet rank, agreeably to law and regulations; that I am not in arrears with the United States on any account whatsoever; that my accounts as a disbursing officer have been regularly forwarded for adjustment; and that the last payment I received was from Paymaster T. P. Andrews, to include the month of February, 1833. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster in the army of the United States, this 31st day of March, 1833, the sum of sixty-four dollars and forty-six cents, being the amount and in full of this account.

Signed duplicates.

WM. H. C. BARTLETT,
Lieutenant of Engineers.

Dr. *The United States to William H. C. Bartlett, 2d Lieut. Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.					Amount.	Remarks.
	From	To	Months.	Days.	Dolls.	Cts.				Dolls. Cts.	
Pay—											
For myself - -	1st April, 1833	30th Ap'l, 1833	1	–	25	00				25 00	
For 1 private servant, not soldier - -	do	do	1	–	6	00				6 00	
Forage—											
For — horses.											
Clothing—											
For 1 private servant, not soldier - -	do	do	1	–	2	50				2 50	
			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.				
Subsistence—							Cts.				
For myself - -	do	do	30	4	120	Wash'ton, D. C.	20			24 00	
For 1 private servant, not soldier - -	do	do	30	1	30		20			6 00	
										63 50	

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Description of servant.						
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
A. Johnson.	Black	5	6	Black	Black.	

Pay - -	$31 00
Subsistence -	30 00
Forage.	
Clothing - -	2 50
Amount	$63 50

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu thereof, for any part of the time herein charged; that I actually employed and kept in service the horses and private servants for the whole of the time charged, and that I did not, during the term so charged, or any part thereof, keep or employ as waiters or servants soldiers from the line of the army; that the annexed is an accurate description of my servants; that for the whole period charged for my staff appointment, I actually and legally held the appointment; and that I was the actual and only commanding officer at the double ration post charged for; and that no officer, within my knowledge, has a right to claim, or does claim, for said services, for any part of the period charged; that I was actually in the command of a company for the whole time additional pay is charged; that I have not been in the performance of any staff duty for which I claim or have received extra compensation, during the time additional ration is charged; that for the whole time brevet pay is charged I was on duty, and had a command according to my brevet rank, agreeably to law and regulations; that I am not in arrears with the United States on any account whatsoever; that my accounts as a disbursing officer have been regularly forwarded for adjustment; and that the last payment I received was from Paymaster T. P. Andrews, to include the month of March, 1833. I at the same time acknowledge that I have received of T. P. Andrews, paymaster in the army of the United States, this 30th day of April, 1833, the sum of sixty-three dollars and fifty cents, being the amount and in full of this account.

Signed duplicates. WM. H. C. BARTLELT,
Lieut. of Engineers.

Dr. *The United States to William H. C. Bartlett, Lieutenant of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st May, 1833	31st May, 1833	1	–	25 00	25 00	
For 1 private servant, not soldier - -	do	do	1	–	6 00	6 00	
Forage—							
For —— horses.							
Clothing—							
For 1 private servant, not soldier - -	do	do	1	–	2 50	2 50	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n	
					Cts.	
Subsistence—						
For myself - -	31	4	124	Wash'ton, D. C.	20	24 80
For 1 private servant, not soldier - -	31	1	31		20	6 20
						64 50

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Description of Servant.						
Name.	Complex'n.	Height.		Eyes.	Hair.	
		Feet.	Inches			
A. Parks	Dark	5	1	Dark	Dark.	

Pay - -	$31 00
Subsistence -	31 00
Forage.	
Clothing - -	2 50
Amount	$64 50

I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn forage, rations, or clothing in kind, or received money in lieu thereof, for any part of the time herein charged; that I actually employed and kept in service the horses and private servants for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ, as waiters or servants, soldiers from the line of the army; that the annexed is an accurate description of my servants; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and that I was the actual and only commanding officer at the double ration post charged for, and that no officer within my knowledge has a right to claim, or does claim, for said services, or for any part of the period charged; that I was actually in the command of a company for the whole time additional pay is charged; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time the additional ration is charged; that for the whole time brevet pay is charged I was on duty, and had a command according to my brevet rank, agreeably to law and regulations; that I am not in arrears with the United States on any account whatsoever; that my accounts as a disbursing officer have been regularly forwarded for adjustment; and that the last payment I received was from paymaster T. P. Andrews, to include the month of April, 1833. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster in the army of the United States, this 31st day of May, 1833, the sum of sixty-four dollars and fifty cents, being the amount and in full of this account.

Signed duplicates.

WM. H. C. BARTLETT,
Lieutenant of Engineers.

Dr. *The United States to William H. C. Bartlett, 2d Lieutenant of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts	
Pay—							
For myself - -	1st June, 1833	30th June, 1833	1	–	25 00	25 00	
For one private servant, not soldier - -	do	do	1	–	6 00	6 00	
Forage—							
For — horses -							
Clothing—							
For one private servant, not soldier - -	do	do	1	–	2 50	2 50	

			No. of Days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
							Cts.		
Subsistence—									
For myself - -	do	do	30	4	120	Wash'ton, D. C.	20	24 00	
For one private servant, not soldier - -	do	do	30	1	30		20	6 00	
								63 50	

Description of Servant.						
Name.	Complexion.	Height.		Eyes.	Hair.	Pay - $31 00 Subsistence - 30 00 Forage. Clothing - 2 50 Amount $63 50
		Feet.	Inches			
A. Parks.	Dark.	5	–	Dark.	Dark.	

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu thereof, for any part of the time herein charged; that I actually employed and kept in service the horses and private servants for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiters or servants, soldiers from the line of the army; that the annexed is an accurate description of my servants; that for the whole period charged for my staff appointment, I actually and legally held the appointment; and that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that I was actually in the command of a company for the whole time additional pay is charged; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time the additional ration is charged; that for the whole time brevet pay is charged, I was on duty, and had a command according to my brevet rank, agreeably to law and regutions; that I am not in arrears with the United States on any account whatsoever; that my accounts as a disbursing officer have been regularly forwarded for adjustment; and that the last payment I received was from Paymaster T. P. Andrews, to include the month of May, 1833. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster in the army of the United States, this 30th day of June, 1833, the sum of sixty-three dollars and fifty cents, being the amount and in full of this account.

Signed duplicates.

WH. H. C. BARTLETT,
Lieutenant of Engineers.

DR. *The United States to William H. C. Bartlett, 2d Lieutenant Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.		Amount.	Remarks.
	From	To	Months.	Days.	Dolls.	Cts.	Dolls.	Cts.
Pay—								
For myself - -	1st July, 1833	31st July, 1833,	1	-	25	00	25	00
For one private servant, not soldier - -	do	do	1	-	6	00	6	00
Forage—								
For — horses.								
Clothing—								
For one private servant, not soldier - -	do	do	1	-	2	50	2	50

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—							Cts.		
For myself - -	do	do	31	4	124	Washington, D.C.	20	24	80
For one private servant, not soldier - -	do	do	31	1	31		20	6	20
								64	50

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I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged, and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty, for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. P. Andrews, and to the 30th day of June, 1833. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 31st day of July, 1833, the sum of sixty-four dollars and fifty cents, being the amount and in full of said account.

Signed duplicates.

WM. H. C. BARTLETT,
Lieutenant of Engineers.

Description of Servant.						
Name.	Complexion.	Height.		Eyes.	Hair.	
		Feet.	Inches.			
A. Parks	Dark	5	–	Dark	Dark.	

Pay	$31 00
Subsistence	31 00
Forage.	
Clothing	2 50
Amount	$64 50

Dr. *The United States to 2d Lieut. William H. C. Bartlett, Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Aug., 1833	31st Aug., 1833	1	–	25 00	25 00	
For 1 private servant, not soldier - -	do	do	1	–	6 00	6 00	
Clothing—							
For 1 private servant, not soldier - -	do	do	1	–	2 50	2 50	

	No. of days.	No. of rations per day.	Total No. of rations	Post or place where due.	Price of rat'n.		
					Cts.		
Subsistence—							
For myself - -	do	do	31	4	124	–	20	24 80	
For one private servant, not soldier -	do	do	31	1	31	–	20	6 20	
								64 50	

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Description of servant.						
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
A. Parks.		=				

Pay - - -	$31 00
Subsistence - -	31 00
Forage - - -	
Clothing - -	2 50
Amount	$64 50

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu thereof, for any part of the time herein charged; that I actually employed and kept in service the horses and private servants for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiters or servants, soldiers from the line of the army; that the annexed is an accurate description of my servants; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and that I was the actual and only commanding officer at the double ration post charged for; and that no officer, within my knowledge, has a right to claim, or does claim, for said services, for any part of the period charged; that I was actually in the command of a company for the whole time additional pay is claimed; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time the additional ration is charged; that for the whole time brevet pay is charged, I was on duty, and had a command according to my brevet rank, agreeably to law and regulations; that I am not in arrears with the United States on any account whatsoever; that my accounts as a disbursing officer have been regularly forwarded for adjustment; and that the last payment I received was from Paymaster T. P. Andrews, to include the month of July, 1833. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, in the army of the United States, this 31st day of August, 1833, the sum of sixty-four dollars and fifty cents, being the amount and in full of this account.

Signed duplicates.

WM. H. C. BARTLETT,
Lieutenant of Engineers.

DR. *The United States to William H. C. Bartlett, 2d Lieutenant Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.		Amount.	Remarks.
	From	To	Months.	Days.	Dolls.	Cts.	Dolls.	Cts.
Pay—								
For myself - -	1st Sept. 1833	30th Sept. 1833	1	–	25	00	25	00
For one private servant, not soldier - -	do	do	1	–	6	00	6	00
Forage—								
For — horses.								
Clothing—								
For one private servant, not soldier - -	do	do	1	–	2	50	2	50

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.			
Subsistence—							Cts.			
For myself - -	do	do	30	4	120	Washington, D. C.	20	24	00	
For one private servant, not soldier - -	do	do	30	1	30		20	6	00	
								63	50	

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Description of Servant.						
Name.	Complex'n.	Height.		Eyes.	Hair.	
		Feet.	Inches			
A. Parks	Dark	4	6	Dark	Dark.	

Pay - - -	$31 00
Subsistence -	30 00
Forage.	
Clothing - -	2 50
Amount	$63 50

I hereby certify, that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu thereof, for any part of the time herein charged; that I actually employed and kept in service the horses and private servants for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiters or servants, soldiers from the line of the army; that the annexed is an accurate description of my servants; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and that I was the actual and only commanding officer at the double ration post charged for; that no officer, within my knowledge, has a right to claim, or does claim, for said services, for any part of the period charged; that I was actually in the command of a company for the whole time additional pay is charged; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time the additional ration is charged; that for the whole time brevet pay is charged, I was on duty and had a command according to my brevet rank, agreeably to law and regulations; that I am not in arrears with the United States on any account whatsoever; that my accounts, as a disbursing officer, have been regularly forwarded for adjustment; and that the last payment I received was from Paymaster T. P. Andrews, to include the month of August, 1833. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster in the army of the United States, this 30th day of September, 1833, the sum of sixty-three dollars and fifty cents, being the amount and in full of this account.

Signed duplicates. WM. H. C. BARTLETT,
Lieutenant of Engineers.

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DR. *The United States to W. H. Swift, Captain Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Jan., 1837	31st Mar., 1837	3	–	40 00	120 00	
For 1 private servant, not soldier -	do	do	3	–	6 00	18 00	
Forage—							
For — horses.							
Clothing—							
For 1 private servant, not soldier -	do	do	3	–	2 50	7 50	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due	Price of rat'n.		
Subsistence—							Cts.		
For myself - -	do	do	90	4	360	Survey of the Coast.	20	72 00	
For 1 private servant, not soldier -	do	do	90	1	90		20	18 00	
								235 50	

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, and agreeably to law and regulation; that I was actually in the command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service, in the army, the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster D. S. Townsend, and to the 31st day of December, 1836. I at the same time acknowledge, that I have received of Paymaster Townsend, this 31st day of March, 1837, the sum of two hundred and thirty-five dollars and fifty cents, being the amount and in full of said account.

Signed duplicates.

W. H. SWIFT,
Captain Topographical Engineers.

Dr. *The United States to W. H. Swift, Captain Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st April, 1837	30th June, 1837	3	–	40 00	120 00	
For one private servant, not soldier -	do	do	3	–	6 00	18 00	
Forage—							
For – horses,							
Clothing—							
For one private servant, not soldier -	do	do	3	–	2 50	7 50	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—					cts.		
For myself - -	do	do	91	4	364	Survey of the Coast.	20	72 80	
For one private servant, not soldier -	do	do	91	1	91		20	18 20	
								236 50	

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I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service, the horse and private servant for the whole of the time charged, and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations, as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double-ration post charged for; and that no officer, within my knowledge, has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation, during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. S. Townsend, and to the 31st day of March, 1837. I at the same time acknowledge, that I have received of Paymaster Townsend, this 4th day of August, 1837, the sum of two hundred and thirty dollars and fifty cents, being the amount and in full of said account.

Signed duplicates.

WM. H. SWIFT,
Captain Top. Engs.

Description of Servant.						Pay. Subsistence. Forage. Clothing. Amount $
Name.	Complex'n.	Height.		Eyes.	Hair.	
		Feet.	Inches			
Charles	Dark.	5	6	Dark.	Dark.	

Dr. *The United States to Captain W. H. Swift, Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st July, 1837	30th Sept., 1837	3	–	40 00	120 00	
For 1 private servant, not soldier - -	do	do	3	–	6 00	18 00	
Forage—							
For — horses.							
Clothing—							
For 1 private servant, not soldier - -	do	do	3	–	2 50	7 50	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n. Cts.	
Subsistence—								
For myself - -	do	do	92	4	368	Survey of the coast.	20	73 60
For 1 private servant, not soldier - -	do	do	92	1	92		20	18 40
								237 50

The United States vs. Delafield.

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I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That, for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty, of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for, and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service, in the army, the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. S. Townsend, and to the 30th day of June, 1837. I at the same time acknowledge, I that have received of Paymaster Townsend, this 30th day of September, 1837, the sum of two hundred and thirty-seven dollars and fifty cents, being the amount and in full of said account.

Signed duplicates.

WM. H. SWIFT,
Captain Top. Engs.

Description of Servant.						
Name.	Complex'n.	Height.		Eyes.	Hair.	Pay. Subsistence. Forage. Clothing. Amount
		Feet.	Inches			
Catharine	Light	5	–	Light	Light.	

Dr. *The United States to W. H. Swift, Captain Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Oct., 1837	31st Dec., 1837	3	–	40 00	120 00	
For one private servant, not soldier -	do.	do	3	–	6 00	18 00	
Forage—							
For — horses.							
Clothing—							
For one private servant, not soldier -	do	do	3	–	2 50	7 50	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n		
							Cts.		
Subsistence—									
For myself - -	do	do	92	4	368	Survey of the Coast.	20	73 60	
For one private servant, not soldier -	do	do	92	1	92		20	18 40	
								237 50	

The United States vs. Delafield.

34 193

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or for any part of the period charged; that for the whole time brevet pay is claimed, I was on duty and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in the command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged double rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army for the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster D. S. Townsend, and to the 30th day of September, 1837. I at the same time acknowledge that I have received of Paymaster Townsend, this 31st day of December, 1837, the sum of two hundred and thirty-seven dollars and fifty cents, being the amount and in full of said account.

Signed duplicates.

WM. H. SWIFT,
Captain Top. Eng'rs.

Description of servant.						Pay. Subsistence. Forage. Clothing. Amount
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
Charles	Dark	5	8	Dark	Dark.	

Dr. *The United States to W. H. Swift, Captain Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.					Amount.	Remarks.
	From	To	Months.	Days.	Dolls.	Cts.	No. of days.	No. of rations per day.	Total No. of rations.	Dolls. Cts.	
Pay—											
For myself - -	1st Jan. 1838	31st Mar. 1838	3	–	40	00				120 00	
For 1 private servant, not soldier - -	do	do	3	–	6	00				18 00	
Forage—											
For —— horses.											
Clothing—											
For 1 private servant, not soldier - -	do	do	3	–	2	50				7 50	
Subsistence—											
For myself - -	do	do	90				90	4	360	72 00	
For 1 private servant, not soldier - -	do	do	90				90	1	90	18 00	
										235 50	

Post or place where due.	Price of rat'n	
		Cts.
Survey of the Coast.	20	
	20	

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged, and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer, within my knowledge, has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty and had a command according to my brevet rank agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation, during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster Major T. S. Townsend, and to the 31st day of December, 1837. I at the same time acknowledge that I have received of Paymaster Townsend, this 31st day of March, 1838, the sum of two hundred and thirty-five dollars and fifty cents, being the amount and in full of said account.

Signed duplicates.

W. H. SWIFT,
Capt. Top. Engineers.

Description of servant.						Pay - - Subsistence - Forage. Clothing - -
Name.	Complex'n	Height.		Eyes.	Hair.	Amount
		Feet.	Inches			
Samuel	Light	5	6	Light	Light	

DR. *The United States to W. H. Swift, Captain Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st April, 1838	30th June, 1838	3	–	40 00	120 00	
For 1 private servant, not soldier - -	do	do	3	–	6 00	18 00	
Forage—							
For — horses - -							
Clothing—							
For 1 private servant, not soldier - -	do	do	3	–	2 50	7 50	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
					Cts.	
Subsistence—						
For myself, - -	91	4	364	Survey of the coast.	20	72 80
For 1 private servant, not soldier - -	91	1	91		20	18 20
						236 50

The United States vs. Delafield.

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I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant, for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service, in the army, the number of years stated in the charge for the extra ration; and that the last payment I received was from Paymaster Major D. S. Townsend, and to the 31st day of March, 1838. I at the same time acknowledge, that I have received of Paymaster Townsend, this 4th day of July, 1838, the sum of two hundred and thirty-six dollars and fifty cents, being the amount and in full of said account.

Signed duplicates.

WM. H. SWIFT,
Captain Topographical Engineers.

Description of servant.						Pay. Subsistence. Forage. Clothing. Amount
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
Charles	Black	5	9	Black	Black.	

DR. *The United States to W. H. Swift, Captain Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st July, 1838	4th July, 1838	-	4	40 00	5 16	
Do - -	5th do	30th Sept., do	2	27	50 00	143 54	Act of 5th July, 1838.
For 1 private servant, not soldier - -	1st do	4th July, do	-	4	6 00	77	
Do - -	5th do	30th Sept., do	2	27	8 00	22 96	
Forage—							
For 3 horses - -	5th do	do	2	27	24 00	68 90	
Clothing—							
For 1 private servant, not soldier - -	1st do	do	3	27	2 50	7 50	

Subsistence—			No. of days.	No. of rations per day.	Total No. of rations	Post or place where due.	Price of rat'n.		
							Cts.		
For myself - -	1st do	31st Aug., do	62	4	248	In charge of the improvem't of harbors and rivers in L. I. Sound.	20	49 60	Double rations while in charge of works in Long Island S'd.
Do - -	1st Sept. do	30th Sept., do	30	8	240		20	48 00	
For one private servant, not soldier -	1st July, do	do	92	1	92		20	18 40	Additional rations for 15 years' service.
For myself - -	5th do	do	88	3	264		20	52 80	
								417 63	

The United States vs. Delafield.

343 199

I hereby certify, that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That at the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer, within my knowledge, has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, agreeably to law and regulations; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster D. S. Townsend, and to the 30th day of June, 1838. I at the same time acknowledge, that I have received of paymaster Townsend, this 1st day of October, 1838, the sum of four hundred and seventeen dollars and sixty-three cents, being the amount and in full of said account.

Signed duplicates.

W. H. SMITH,
Captain Topographical Engineers.

Description of servant.						Pay. Subsistence. Forage. Clothing. Amount $
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
Samuel	Light	5	6	Light	Light	

DR. *The United States to W. H. Swift, Captain Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.		Amount.	Remarks.
	From	To	Months.	Days.	Dolls.	Cts.	Dolls.	Cts.	
Pay—								
For myself - -	1st Oct. 1838	31st Dec. 1838	3	–	50	00	150	00	
For one private servant, not soldier - -	do	do	3	–	8	00	24	00	
Forage—								
For 3 horses - -	do	do	3	–	24	00	72	00	
Clothing—								
For one private servant, not soldier - -	do	do	3	–	2	50	7	50	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.			
Subsistence—							Cts.			
For myself - -	do	do	92	8	736	In charge of the improvem'ts of harbors in L. Island Sound.	20	147	20	Double rations while in command of works in Long Island Sound.
For one private servant, not soldier - -	do	do	92	1	92		20	18	40	
For myself - -	do	do	93	3	276		20	55	20	Additional rations for 15 years service.
								474	30	

The United States vs. Delafield.

3 4 1 201

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged, and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty, for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster Major D. S Townsend, and to the 30th day of September, 1838. I at the same time acknowledge, that I have received of Paymaster Townsend, this 31st day of December, 1838, the sum of four hundred and seventy-four dollars and thirty cents, being the amount and in full of said account.

Signed duplicates.

W. H. SWIFT,
Captain Topographical Engineers.

Description of Servant.						Pay Subsistence Forage. Clothing Amount $
Name.	Complexion.	Height.		Eyes.	Hair.	
		Feet.	Inches.			
Samuel	Light	5	6	Light	Light	

[Rec. LXXIII, J. T. 1843.]—27

The United States vs. Delafield. 3/5/5 293

Dr. *The United States to W. H. Swift, Captain Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Jan., 1839	31st Mar., 1839	3	-	50 00	150 00	
For one private servant, not soldier - -	do	do	3	-	8 00	24 00	
Forage—							
For 3 horses -	do	do	3	-	24 00	72 00	
Clothing—							
For one private servant, not soldier - -	do	do	3	-	2 50	7 50	

			No. of Days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—							Cts.		
For myself - -	do	do	90	8	720	In command of works of impr't in L. I. Sound & in Mass.	20	144 00	
For one private servant, not soldier - -	do	do	90	1	90		20	18 00	
For myself - -	do	do	90	3	270		20	54 00	Additional rations for over 15 years' service.
								469 50	

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster Major D. S. Townsend, and to the 1st day of December, 1838. I at the same time acknowledge that I have received of Paymaster Townsend, this 1st day of April, 1839, the sum of four hundred and sixty-nine dollars and fifty cents, being the amount and in full of said account.

Signed duplicates. W. H. SWIFT,

Captain Topographical Engineers.

Description of Servant.						
Name.	Complex'n.	Height.		Eyes.	Hair.	Pay. Subsistence. Forage. Clothing. Amount $
		Feet.	Inches			
Samuel	Light	5	6	Light	Light.	

Dr. *The United States to W. H. Smith, Captain Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.		Amount.	Remarks.
	From	To	Months.	Days.	Dolls.	Cts.	Dolls.	Cts.	
Pay—								
For myself - -	1st April, 1839	30th June, 1839,	3	-	50	00	150	00	
For one private servant, not soldier - -	do	do	3	-	8	00	24	00	
Forage—								
For 3 horses - -	do	do	3		24	00	72	00	
Clothing—								
For one private servant, not soldier - -	do	do	3	-	2	50	7	50	
			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—									
For myself - -	do	do	91	8	728		Cts.	145	60	
For one private servant, not soldier - -	do	do	91	1	91	In charge of improvements of harbors of L. I. Sound & in Mass.	20	18	20	
For myself - -	do	do	91	3	273		20	54	60	Additional rations, for over 15 years' service.
								471	90	

The United States vs. Delafield.

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I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That, for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty, of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for, and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service, in the army, the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster Major D. S. Townsend, and to the 31st day of March, 1839. I at the same time acknowledge, that I have received of Paymaster Townsend, this 30th day of June, 1839, the sum of four hundred and seventy-one dollars and ninety cents, being the amount and in full of said account.

Signed duplicates. W. H. SWIFT, *Cap. Top. Eng'rs.*

Description of Servant.						
Name.	Complex'n.	Height.		Eyes.	Hair.	Pay. Subsistence. Forage. Clothing. Amount $
		Feet.	Inches			
Samuel	Light	5	6	Light	Light.	

DR. *The United States to W. H. Swift, Captain Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st July, 1839	30th Sept., 1839	3	–	50 00	150 00	
For one private servant, not soldier -	do	do	3	–	8 00	24 00	
Forage—							
For 3 horses -	do	do	3	–	24 00	72 00	
Clothing—							
For one private servant, not soldier -	do	do	3	–	2 50	7 50	

Subsistence—			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
For myself - -	do	do	92	8	736	In charge of improvements of harbors, &c., in N. H., Mass., & Conn.	20 cts.	147 20	
For one private servant, not soldier -	do	do	92	1	92		20	18 40	
For myself - -	do	do	92	4	368		20	73 60	Additional rations for 20 years' service.
								492 70	

The United States vs. Delafield.

347/207

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service, in the army, the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster D. S. Townsend, and to the 30th day of June, 1839. I at the same time acknowledge, that I have received of Paymaster Townsend, this 1st October, 1839, the sum of four hundred and ninety-two dollars and seventy cents, being the amount and in full of said account.

Signed duplicates.

W. H. SWIFT,
Captain Topographical Engineers.

Description of servant.						Pay. Subsistence. Forage. Clothing.
Name.	Complex'n	Height.		Eyes.	Hair.	Amount $
		Feet.	Inches			
Samuel	Light	5	6	Light	Light	

Dr. *The United States to Lieut. Col. J. J. Abert, Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st May, 1833	30th June, 1833	2	–	75 00 each	150 00	
For two private servants, not soldiers -	do	do	2	–	6 00 each	24 00	
Forage—							
For 4 horses - -	do	do	2	–	8 00 each	64 00	
Clothing—							
For two private servants, not soldiers -	do	do	2	–	2 50 each	10 00	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n		
							Cts.		
Subsistence—									
For myself - -	do	do	61	10	610	–	20	122 00	
For two private servants, not soldiers -	do	do	61	2	122	–	20	24 40	
								394 40	

The United States vs. Delafield.

348 209

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations, as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation, during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster and to the day of , 18 . I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 18th day of July, 1833, the sum of three hundred and ninety-four dollars and forty cents, being the amount and in full of said account.

Signed duplicates. Signed J. J. ABERT,
Lieut. Col. Top. Eng'rs.

Description of Servants.

Names.	Complexion.	Height.		Eyes.	Hair.
		Feet.	Inches		
Bill	Dark.	5	6	Dark.	Dark.
Ann Cates	Yellow.	4	5	Yellow.	Yellow.

Pay -	$174 00
Subsistence	- 146 40
Forage.	64 00
Clothing -	- 10 00
Amount	$394 40

Dr. *The United States to J. J. Abert, Lieut. Colonel Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.				Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.				Dolls. Cts.	
Pay—										
For myself - -	1st July, 1833	31st July, 1833	1	–	75 00				75 00	
For two private servants, not soldiers -	do	do	1	–	6 00				12 00	
Forage—										
For four horses -	do	do	1	–	8 00				32 00	
Clothing—										
For two private servants, not soldiers -	do	do	1	–	2 50				5 00	
			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.			
							Cts.			
Subsistence—										
For myself - -	do	do	31	10	310	–	20		62 00	
For two private servants, not soldiers -	do	do	31	2	62	–	20		12 40	
									198 40	

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged, and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer, within my knowledge, has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty and had a command according to my brevet rank agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation, during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. P. Andrews, and to the day of 18 . I at the same time acknowledge that I have received of T. P. Andrews, paymaster, this 1st day of August, 1833, the sum of one hundred and ninety eight dollars and forty cents, being the amount and in full of said account.

Signed duplicates.

J. J. ABERT,
Lieut. Col. Top. Engrs.

Description of servants.						
Names.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
Bill	Dark	5	6	Dark	Dark	
Anne	Yellow	4	5	Light	Light	

Pay - - -	$87 00
Subsistence - -	94 40
Forage - -	32 00
Clothing - -	5 00
Amount	$198 40

Dr. *The United States to Lieut. Col. J. J. Abert, Topographical Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Aug., 1833	31st Aug., 1833	1	–	75 00	75 00	
For 2 private servants, not soldiers -	do	do	1	–	6 00	12 00	
Forage—							
For 4 horses - -	do	do	1	–	8 00	32 00	
Clothing—							
For 2 private servants, not soldiers -	do	do	1	–	2 50	5 00	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due	Price of rat'n.		
							Cts.		
Subsistence—									
For myself - -	do	do	31	10	310	–	20	62 00	
For 2 private servants, not soldiers -	do	do	31	2	62	–	20	12 40	
								198 40	

The United States vs. Delafield.

35 D. 213

I hereby certify, that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer, within my knowledge, has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, and agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra rations; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster T. P. Andrews, and to the 31st day of July, 1833. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 31st day of August, 1833, the sum of one hundred and ninety-eight dollars and forty cents, being the amount and in full of said account.

Signed duplicates.

J. J. ABERT,
Lieut. Col. Top. Engrs.

Description of Servants.						Pay. Subsistence. Forage. Clothing. Amount $
Names.	Complex'n.	Height.		Eyes.	Hair.	
		Feet.	Inches			
Bill.	Dark.	5	6	Dark.	Dark.	
Anne.	Yellow.	4	8	Light.	Light.	

DR. *The United States to Alfred Mordecai, Captain of Ordnance Detachment.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st June, 1832	28th Feb. 1833	9	–	40 00	360 00	
For 1 private servant, not soldier - -	do	do	9	–	5 00	45 00	
Forage—							
For — horses - -							
Clothing—							
For 1 private servant, not soldier - -	do	do	9	–	2 50	22 50	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
					Cts.	
Subsistence—						
For myself, - -	273	4	1092	–	20	218 40
For 1 private servant, not soldier - -	273	1	273	–	20	54 60
						700 50

The United States vs. Delafield.

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I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged, and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty, for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster Major T. P. Andrews, and to the 1st day of June, 1832. I at the same time acknowledge, that I have received of T. P. Andrews, paymaster, this 7th day of March, 1833, the sum of seven hundred dollars and fifty cents, being the amount and in full of said account.

Signed duplicates.

A. MORDECAI,
Capt. Ord. Dep't.

Description of servant.						
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
George	Colored boy.					

Pay - -	$405 00
Subsistence -	273 00
Forage.	
Clothing - -	22 50
Amount	$700 50

DR. *The United States to Captain Andrew Talcott, of the Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st June, 1833	30th Sept., 1833	4	-	40 00	160 00	
For 1 private servant, not soldier - -	do	do	4	-	5 00	20 00	
Forage—							
For —— horses.							
Clothing—							
For 1 private servant, not soldier - -	do	do	4	-	2 50	10 00	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n
							Cts.
Subsistence—							
For myself - -	do	do	122	4	488	Fort Monroe.	20
For 1 private servant, not soldier - -	do	do	122	1	122	Fort Monroe.	20

97 60	
24 40	
312 00	

The United States vs. Delafield.

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I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant, for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service, the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster C. H. Smith, and to the 31st day of May, 1833. I at the same time acknowledge, that I have received of Paymaster Smith, this 23d day of October, 1833, the sum of three hundred and twelve dollars, being the amount and in full of said account.

Signed duplicates. A. TALCOTT, *Capt. Eng'rs.*

Description of servant.						Pay. Subsistence. Forage. Clothing. Amount $
Name.	Complex'n	Height.		Eyes.	Hair.	
		Feet.	Inches			
Anne	Middle aged woman.					

Dr. *The United States to Captain Andrew Talcott, of the Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Oct., 1833	31st Dec., 1833	3	-	40 00	120 00	
For 1 private servant, not soldier - -	do	do	3	-	6 00	18 00	
Clothing—							
For 1 private servant, not soldier - -	do	do	3	-	2 50	7 50	

	No. of days.	No. of rations per day.	Total No. of rations	Post or place where due.	Price of rat'n.	
					Cts.	
Subsistence—						
For myself - -	92	4	368	Fort Monroe.	20	73 60
For one private servant, not soldier -	92	1	92		20	18 40
						237 50

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations, as an engineer, I was actually in command of a separate party or brigade, on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation, during the time an additional ration is charged for; that I have been in the United States service the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster C. H. Smith, and to the 30th day of September, 1833. I at the same time acknowledge, that I have received of Paymaster Smith, this 13th day of January, 1834, the sum of two hundred and thirty-seven dollars and fifty cents, being the amount and in full of said account.

Signed duplicates.

A. TALCOTT, *Capt. Engrs.*

Description of Servant.						Pay. Subsistence. Forage. Clothing.
Name.	Complex'n.	Height.		Eyes.	Hair.	Amount $
		Feet.	Inches			
Harriet	Colored woman.					

DR. *The United States to Captain Andrew Talcott, of the Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts	
Pay—							
For myself - -	1st Jan., 1834	24th Feb., 1834	2	–	40 00	80 00	
For one private servant, not soldier - -	do	do	2	–	6 00	12 00	
Forage—							
For — horses - -							
Clothing—							
For one private servant, not soldier - -	do	do	2	–	2 50	5 00	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.		
Subsistence—					Cts.		
For myself - -	59	4	236	Fort Monroe.	20	47 20	
As senior engineer, Hampton roads -	31	4	124		20	24 80	
For one private servant, not soldier - -	59	1	59		20	11 80	
						180 80	

The United States vs. Delafield.

35 6/11 221

I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed, I was on duty and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster C. H. Smith, and to the 31st day of December, 1833.

I at the same time acknowledge, that I have received of Paymaster Smith, this 24th day of March, 1834, the sum of one hundred and eighty dollars and eighty cents, being the amount and in full of said account.

Signed duplicates.

A. TALCOTT,
Captain of Engineers.

Description of servant.						Pay. Subsistence. Forage. Clothing. Amount $
Name.	Complex'n	Height. Feet.	Height. Inches	Eyes.	Hair.	
James.	Colored Boy.					

Dr. *The United States to Captain Andrew Talcott, of the Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.		Amount.	Remarks.
	From	To	Months.	Days.	Dolls.	Cts.	Dolls. Cts.	
Pay—								
For myself - -	1st Mar. 1834	31st July, 1834	5	-	40	00	200 00	
For one private servant, not soldier - -	do	do	5	-	6	00	30 00	
Forage—								
For — horses.								
Clothing—								
For one private servant, not soldier - -	do	do	5	-	2	50	12 00	

	No. of Days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
					Cts.	
Subsistence—						
For myself - -	153	4	765	Fort Monroe.	20	122 40
For one private servant, not soldier - -	153	1	-		20	30 60
						395 50

The United States vs. Delafield.

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I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not, during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for; and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service, in the army, the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster C. H. Smith, and to the 28th day of February, 1834. I at the same time acknowledge that I have received of Paymaster Smith, this 4th day of August, 1834, the sum of three hundred and ninety-five dollars and fifty cents, being the amount and in full of said account.

Signed duplicates.

A. TALCOTT,
Captain of Engineers.

Description of servant.						Pay. Subsistence. Forage. Clothing.
Name.	Complex'n	Height.		Eyes.	Hair.	Amount $
		Feet.	Inches			
Harriet	Colored woman					

DR. *The United States to Andrew Talcott, Captain of the Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.		Amount.	Remarks.
	From	To	Months.	Days.	Dolls.	Cts.	Dolls. Cts.	
Pay—								
For myself - -	1st Aug., 1834	31st Aug., 1834	1	–	40	00	40 00	
For one private servant, not soldier -	do	do	1	–	6	00	6 00	
Forage—								
For- horses - -								
Clothing—								
For one private servant, not soldier -	do	do	1	–	2	50	2 50	

			No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n		
Subsistence—									
For myself - -	do	do	31	4	124	Fort Monroe.	Cts.	24 80	
As senior engineer Fort Monroe -	do	do	31	4	124		20	24 80	
For one private servant, not soldier -	do	do	31	1	31		20	6 20	
								104 30	

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I hereby certify that the foregoing account is accurate and just; that I have not received pay nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service the horse and private servant for the whole of the time charged; and that I did not during the term so charged, or any part thereof, keep or employ, as waiter or servant, soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That, for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty, of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double ration post charged for, and that no officer within my knowledge has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim, or have received, extra compensation during the time an additional ration is charged for; that I have been in the United States service, in the army, the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster Smith, and to the 31st day of July, 1834. I at the same time acknowledge, that I have received of Paymaster Smith, this 13th day of September, 1834, the sum of one hundred and four dollars and thirty cents, being the amount and in full of said account.

Signed duplicates.

A. TALCOTT,
Captain Engineers.

Description of Servant.						Pay Subsistence Forage. Clothing Amount $
Name.	Complexion.	Height.		Eyes.	Hair.	
		Feet.	Inches.			
Ada	Colored woman.					

DR. *The United States to Captain Andrew Talcott, of the Corps of Engineers.*

On what account.	Commencement and expiration.		Term of service charged.		Pay per month.	Amount.	Remarks.
	From	To	Months.	Days.	Dolls. Cts.	Dolls. Cts.	
Pay—							
For myself - -	1st Sept., 1834	3st Oct., 1834	2	-	40 00	80 00	
For one private servant, not soldier -	do	do	2	-	6 00	12 00	
Forage—							
For 3 horses.							
Clothing—							
For one private servant, not soldier -	do	do	2	-	2 50	2 50	

	No. of days.	No. of rations per day.	Total No. of rations.	Post or place where due.	Price of rat'n.	
					cts.	
Subsistence—						
For myself - -	61	4	244	Albany, N. Y.	20	48 80
As superintending the improvement, Hudson river - -	61	4	244		20	48 80
For one private servant, not soldier -	61	1	61		20	12 20
						206 80

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I hereby certify that the foregoing account is accurate and just; that I have not received pay, nor drawn rations, forage, or clothing in kind, or received money in lieu of any part thereof, for any part of the time therein charged; that I actually employed and kept in service, the horse and private servant for the whole of the time charged, and that I did not, during the term so charged, or any part thereof, keep or employ as waiter or servant soldier from the line of the army; that the annexed is an accurate description of my servant; that for the whole period charged for my staff appointment, I actually and legally held the appointment, and did duty in the department during the time charged for. That for the time I have charged double rations as an engineer, I was actually in command of a separate party or brigade on topographical duty of a strictly military character, and according to regulations; that I was the actual and only commanding officer at the double-ration post charged for; and that no officer, within my knowledge, has a right to claim, or does claim, for said services, or any part of the period charged; that for the whole time brevet pay is claimed I was on duty, and had a command according to my brevet rank, agreeably to law and regulation; that I was actually in command of a company for the whole time additional pay is charged; that I was actually in command of a separate rendezvous and recruiting station for the time I have charged extra rations; that I have not been in the performance of any staff duty for which I claim or have received extra compensation during the time an additional ration is charged for; that I have been in the United States service in the army the number of years stated in the charge for the extra ration; that I am not in arrears with the United States on any account whatsoever; and that the last payment I received was from Paymaster Smith, and to the 31st day of August, 1834. I at the same time acknowledge that I have received of Paymaster Leslie, this 31st day of October, 1834, the sum of two hundred and six dollars and eighty cents, being the amount and in full of said account.

Signed duplicates.

A. TALCOTT,
Captain Engineers.

Description of servant.						
Name.	Complex'n	Height.		Eyes.	Hair.	Pay. Subsistence. Forage. Clothing. Amount $
		Feet.	Inches			
Sally	Colored woman.					

Interrogatories propounded on the part of the United States to William B. Lewis, 2d Auditor of the Treasury.

1st. Examine the following questions to Peter Hagner, esq., viz: Please state your occupation, time of service, and means of knowing the general usages of the War Department in settling accounts of army officers, and other agents; and state those usages, so far as they have relation to this suit.

(This interrogatory excepted to.—C. Gratiot.)

2. State the duties assigned to Charles Gratiot while a commissioned officer in the army of the United States, for which the law or uniform regulations of the War Department, applicable to all officers in like circumstances, fixed a rate of compensation, and the amount paid therefor in each year; also state the services rendered, if any such there were, wholly extra, independent and separate from the above classes of duties, with the compensation allowed therefor in each year.

(This interrogatory excepted to.—C. Gratiot.)

3. State whether or not the uniform usage of the War Department, or the regulations thereof, were departed from in adjusting the accounts of Charles Gratiot now in question; and if yea, in what particular, and the reasons therefor.

(This interrogatory excepted to.—C. Gratiot.)

4. State whether or not any claims for extra allowance, upon which the Secretary of War has a discretion to allow pay according to the equity of the case, or to refuse it, concerning which he did not act definitively, either by allowing the claim as equitable, or disallowing it as inequitable, under all the circumstances attending it; and if you know, state the particulars, giving the reasons of said decisions, with copies or references to the law and regulations bearing upon each such item, so far as may be necessary to elucidate or explain the propriety or injustice of any such decision.

(This interrogatory excepted to.—C. Gratiot.)

5. State any other matter or thing within your knowledge material to either party to this suit; and in all your answers be specific and careful to distinguish special cases, or exceptions to general usages, from the usage itself; explaining particularly the reasons of distinction, and his answers thereto, as embodied in his deposition; and state wherein you concur or differ from him, with the reasons of such difference, if any, or any additional reasons for your concurrence.

(This interrogatory excepted to.)

Please also consider the same questions addressed to yourself, and reply to them as fully as your means of information will permit.

(Objected to.—C. Gratiot.)

In answer to the above interrogatory the deponent, William B. Lewis, states, that he is 2d Auditor of the Treasury Department, which office he has held since the 22d day of March, 1829; that he has a knowledge of the settlement of the accounts of the officers of the army for their pay and emoluments, exclusive of their allow-

ances for fuel, quarters, and transportation of baggage, and of the superintendents, agents, and others employed in the Indian department. In the settlement of such accounts, the usage of the accounting officers, so far as the same has come under his knowledge, has been to allow accounts for pay and emoluments, or salary, and for extra compensation, so far as authorized by law, or by order or regulations of the War Department, made in conformity to law. Not having official cognizance of the claim now in suit, he is unable to say what relation said usages bear thereto.

He further states, that the duties assigned to Charles Gratiot while a commissioned officer of the army, during the period embraced between the 1st of January, 1821, and the 6th of December, 1838, were successively those of lieutenant colonel and colonel of engineers, brevet brigadier general, for which the law fixed a certain pay and emoluments, and to which was added, by a general regulation of the War Department, dated 27th July, 1821, applicable to all officers in like circumstances, an allowance of extra or double rations as chief of the engineer department. The statement hereunto annexed, and made part of this deposition, exhibits the amount paid in each year to Charles Gratiot during the above period, as shown by the records of the 2d Auditor's office.

The deponent further states, that, as far as his knowledge extends, the usage of the accounting officers, as stated above, was not departed from in the settlement of the accounts of Charles Gratiot in the 2d Auditor's office, and that he has no official knowledge of any claim for extra allowance, of the character stated in the fourth question to Peter Hagner.

[The foregoing interrogatory and answer are excepted to by Charles Gratiot, the defendant.]

All of the foregoing, and each of said interrogatories, as well as each and every answer to the same, are excepted to.

C. GRATIOT.

2d. State any other matter or thing which you may know material to the suit, and whether the special cases referred to are, or are not, exceptions to general usage, and were wholly unprovided for by general regulation.

(Excepted to.)

To the 2d interrogatory the deponent states, that the preceding answer, together with those given to interrogatories propounded on the part of the defendant, embrace every matter or thing material to the suit, so far as his recollection extends; and adds, that the special cases referred to have been settled in conformity with the usage of the accounting officers, as already expressed, and are believed to be unprovided for by the general regulation.

[The foregoing interrogatory and answer are excepted to by Charles Gratiot, the defendant.]

WM. B. LEWIS,
2d Auditor of the Treasury.

The defendant, Charles Gratiot, excepts to the aforegoing interrogatories, and to each of the same; and also to the aforegoing answers, and to each answer to the same, because the same are inadmissible as evidence, or otherwise, in his case.

C. GRATIOT.

March 14th, 1840.

Statement of the regular pay and emoluments of Charles Gratiot, late Brevet Brigadier General, from 1st January, 1821, *to 31st March*, 1836.

Year.	Pay.	Subsistence.	Forage.	Clothing.	
1821	$840 00	$511 00	$288 00	$65 88	* Transferred to his credit on books of 3d Auditor.
1822	840 00	725 00	288 00	60 00	
1823	840 00	875 41	288 00	60 00	
1824	840 00	880 00	288 00	60 06	
1825	840 00	876 00	288 00	58 83	
1826	840 00	876 80	288 00	57 92	
1827	840 00	875 20	288 00	59 34	
1828	948 86	967 20	346 04	60 00	
1829	1,674 76	2,548 20	538 06	138 15	
1830	1,428 00	1,971 00	480 00	90 00	
1831	1,428 00	1,971 00	480 00	90 00	
1832	1,428 00	1,976 40	480 00	90 00	
1833	1,457 88	1,965 60	480 00	90 00	
1834	1,464 00	1,971 00	480 00	90 00	
1835	1,464 00	1,971 00	480 00	90 00	
1836 to 31st March	366 00	491 40	120 00	22 50	
From 1st April, 1836, to Dec., '38	3,942 80	5,292 00	1,287 74	241 45*	

WM. B. LEWIS,
2d Auditor of the Treasury.

DISTRICT OF COLUMBIA,
Washington county, to wit:

Sworn to and subscribed before me, the undersigned, a justice of the peace in and for said county, this 14th day of March, eighteen hundred and forty.

GILBERT L. GIBBERSON, *J. P.*